City Council Agenda

Regular Meeting

Wednesday, January 25, 2012
6:00 PM Closed Session
7:00 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council.

Regularly City Council meetings are held the First and Third Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting.

The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card.* At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 217, at least one business day prior to the scheduled meeting to insure that we may assist you.

Meeting of
Bell City Council/Bell Community Redevelopment Agency/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Bell Public Financing Authority/Bell Surplus Property Authority/Bell Solid Waste Authority/ Planning Commission

January 25, 2012
6:00 P.M. Closed Session
7:00 P.M. Open Session

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag.

1.02 Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners, Public Financing Authority Members, Surplus Property Authority Members, Solid Waste Authority Members, and Planning Commissioners.

Ms. Alvarez _____
Ms. Quintana _____
Mr. Harber _____
Mr. Valencia _____
Mr. Saleh _____

II. Communications From The Public on Closed Session Items

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Section III, Closed Session.

III. Closed Session

The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:

3.01 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

Authority, the Solid Waste Authority, the Surplus Property Authority, and the Planning Commission on items that are listed on the open session agenda.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council and/or its related authorities and agencies at the next meeting.

Persons wishing to address the Council and/or its related authorities and agencies during "Communications from the Public" must submit a request on the "blue form" provided by the City Clerk; these requests may be submitted at any time before the beginning of Communications from the Public; provided, however, that requests must be submitted prior to the beginning of the first speaker's remarks.

VI. Consent Calendar

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion. Pursuant to the Ralph M. Brown Act public comments may be received on these items prior to the time action is taken.

Recommendation: Approve items no. 6.01 through 6.05

6.01 ***(Council/Community Redevelopment Agency/Community Housing Authority/Planning Commission)*** Approval of Special Bell City Council Minutes dated November 30, 2011, December 13, 2011, and December 21, 2011; and Bell City Council, Bell Community Redevelopment, Bell Community Housing Authority and Planning Commission Minutes dated November 9, 2011, November 22, 2011, and December 14, 2011; and, Bell City Council, Bell Community Redevelopment, Bell Community Housing Authority minutes dated January 11, 2012, and, Adjourned Regular Meeting minutes dated January 12, 2012 (Items continued from meeting of January 11, 2012). 1-37

6.02 ***(Council/Community Housing Authority)*** Approval of General Warrants, Community Redevelopment Agency warrants, and Community Housing Authority Warrants (BCHA1 and BCHA2) dated January 11 through January 25, 2012. 38-56

6.03 ***(Council)*** Consideration of purchase of two replacement, marked, police patrol vehicles 57-60

Recommendation: Adopt Resolution No. 2012-20

<u>RESOLUTION NO. 2012-20</u> – A Resolution of the City Council of the City of Bell Authorizing the Interim Chief Administrative Officer to Purchase Two Marked Police Patrol Vehicles and Transfer the Necessary Funds to Accomplish the Purchase

6.04 *(Council)* Approval of Plans and Authorization to Advertise for Construction Bids, for the Florence Avenue Street Rehabilitation Project 61-67

Recommendation: That the City Council (1) approve plans and (2) authorize the City Engineer to advertise for pubic construction bids, the Florence Avenue Street Rehabilitation Project (Walker Avenue to I-710 Freeway) Contract No. STPL 5272 (011).

6.05 ***(Council)*** Resolutions adopting the Disadvantaged Business Enterprise (DBE) goal and authorizing the City Engineer or his designee to sign all related DBE forms/agreements and funding agreements 68-79

Recommendation: Adopt Resolution Nos. 2012-04 and 2012-05

<u>RESOLUTION NO. 2012-04</u> – A Resolution of the Bell City Council Approving the Annual anticipated Disadvantaged Business Enterprise Level

<u>RESOLUTION NO. 2012-05</u> - A Resolution of the Bell City Council Authorizing the City Engineer or his Designee to Sign All Related DBE forms, Agreements, and Funding Agreements to Receive Federal Grant Funds

VII. Council/Related Agencies Business

The following items have no legal publication requirements. Pursuant to the Ralph M. Brown Act, public comments may be received on these items prior to the time action is taken by the City Council or related Agencies.

7.01 ***(Council)*** Approval of Recruitment Profile for the Chief Administrative Officer and approval of City Manager as the working title for the City's Chief Administrative Officer Position.. 80-84

Recommendation: Approve CAO recruitment profile and Adopt Resolution No. 2012-06

<u>RESOLUTION NO.2012-06</u> – A Resolution of the City Council of Bell Designating the Working Title for the Chief Administrative Officer as "City Manager"

7.02 *(Council)* Consideration of purchase of Crime Mapping Software Services 85-88

Recommendation: Adopt Resolution No. 2012-21.

RESOLUTION NO. 2012-21 - A Resolution of the City Council of the City of Bell Authorizing the Purchase of Crime Mapping Software From Crimereports.com

7.03 *(Council/Related Agencies)* Consideration of Resolutions Concerning the Procedures and Regulations of the Planning Commission, Solid Waste and Recycling Authority, Bell Public Financing Authority, Bell Surplus Property Authority and the Bell Community Housing Authority, and providing that the Officers of these Agencies Shall Serve Without Compensation. 89-103

Recommendation: Adopt Resolutions Nos. 2012-07 2112-08, 2012-09, 2012-10, and 2012-11

***(Planning Commission)* RESOLUTION NO. 2012-07 – A Resolution of the Commissioners of the Bell Planning Commission Concerning the Procedures and Regulations of the Commission and Providing That Its Officers Shall Serve Without Compensation**

***(Solid Waste and Recycling Authority)* RESOLUTION NO. 2012-08 - A Resolution of the Commissioners of the Bell Solid Waste and Recycling Authority Concerning the Procedures and Regulations of the Authority and Providing That Its Officers Shall Serve Without Compensation**

***(Public Financing Authority)* RESOLUTION NO. 2012-09 – A Resolution of the Trustees of the Bell Public Financing Authority Concerning the Procedures and Regulations of the Authority and Providing That Its Officers Shall Serve Without Compensation**

***(Surplus Property Authority)* RESOLUTION NO. 2012-10 – A Resolution of the Commissioners of the Bell Surplus Property Authority Concerning the Procedures and Regulations of the Authority and Providing That Its Officers Shall Serve Without Compensation**

***(Community Housing Authority)* RESOLUTION NO. 2012-11 – A Resolution of the Commissioners of the Bell Community Housing Authority Concerning the Procedures and Regulations of the**

Authority and Providing That Its Officers Shall Serve Without Compensation

7.04 *(Council)* Consideration of approving a professional Consulting Services Contract with Rosenow Spevacek Group (RSG), Inc. for Implementation of Redevelopment Dissolution under AB1x26 104-13

Recommendation: Approve an Agreement for Professional Services with RSG for a contract service of one year and not to exceed a maximum contract amount of $25,000 to provide technical, financial and administrative services to enable staff to respond to the requirements of AB1x2 6; and authorize the Interim Chief Administrative Officer to execute the contract service agreement

VIII. Joint Meeting of the City Council Bell Community Redevelopment Agency

8.01 Consideration of adopting various resolutions in response to California Supreme Court decision regarding Redevelopment and AB1x26. 139-15

Recommendation: Adopt Resolutions Nos. 2012-12, 2012-13, and 2012-14

a.) *(Community Redevelopment Agency)* **RESOLUTION NO. 2012-12 – A Resolution of the City of Bell Community Redevelopment Agency Amending and Updating Its Enforceable Obligation Payment Schedule (EOPS) and Adopting a Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) Pursuant to Health and Safety Code § 34176 and Transmitting the Draft PDROPS to the Successor Agency.**

b.) *(Council)* **RESOLUTION NO. 2012-13 – A Resolution of the City Council of the City of Bell Regarding Forgiveness of Loans to the Bell Community Redevelopment Agency.**

c.) *(Community Redevelopment Agency)* **RESOLUTION NO. 2012-14 – A Resolution of the City of Bell Community Redevelopment Agency Regarding Forgiveness of Loans to Public Bodies.**

IX. Joint Meeting of the City Council / the Successor Agency to the Community Redevelopment Agency/ Community Housing Authority

9.01 *(Council/Sucessor Agency)* Consideration of various resolutions regarding City acting as "Successor Agency" to comply with Redevelopment and AB1x26. 158-1

Recommendation: Adopt Resolutions Nos. 2012-15 through 2012-19

a.) *(Council)* **RESOLUTION NO. 2012-15 - A Resolution of the City Council of the City of Bell, California, Determining That the City of Bell Elects to, and Shall Serve as the Successor Agency to the dissolved Bell Community Redevelopment Agency Pursuant to Health and Safety Code § 34173.**

b.) *(Successor Agency)* **RESOLUTION NO. 2012-16 - A Resolution of the City of Bell Acting in its Capacity as Successor Agency to the Bell Community redevelopment Agency, California Receiving and Adopting its Enforceable Obligation Payment Schedule (EOPS) and Receiving and Adopting A Preliminary draft Recognized Obligation Payment Schedule (PDROPS) Pursuant to Health and Safety Code § 34176 and Transmitting the Draft PDROPS to the Necessary Agencies.**

c.) *(Council)* **RESOLUTION NO. 2012-17 – A Resolution of the City Council of the City of Bell Determining that the City of Bell Elects To, and Shall Retain The Housing Assets and Functions of the Dissolved Bell Community Redevelopment Agency Pursuant to California Health and Safety Code § 34176 and Hereby Transfer Such Housing Functions and Assets to the Bell Community Housing Authority.**

d.) *(Community Housing Authority)* **RESOLUTION NO. 2012-18 - A Resolution of the Board of the Bell Community Housing Authority of the City of Bell, California, Accepting From the City the Retained Housing Assets and Functions of the Dissolved Bell Community Redevelopment Agency**

e.) *(Successor Agency)* **RESOLUTION NO. 2012-19 - A Resolution of the City Council of City of Bell, California, Acting as Successor Agency to the City of Bell Community Redevelopment Agency, Authorizing the Chief Administrative Officer to Undertake All Administrative Actions Necessary to Comply With ABX1 26**

X. Communications From the Public

This is the time, members of the public may address the City Council, the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority and the Planning Commission on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council at the next meeting.

Each person who addresses the Council must do so in an orderly manner and must not make personal, impertinent, slanderous or profane remarks to any member of the council, staff or general public. Any person who makes such remarks, or utters loud, threatening, personal or abusive language or who engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting will, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

XI. City Attorney Report

10.01 Report on Status of Legal Fees – City Attorney Aleshire 174-184

XII. Mayor and City Council Communications

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by Mayor and City Councilmembers.

10.01 Report out regarding New Mayors and Councilmembers Conference

XIII. Adjournment

Next Regular Meeting, Wednesday, February 1, 2012 at 6:00 P.M.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on January 20, 2012 seventy-two hours prior to the meeting as required by law.

Patricia Healy, CMC
Interim City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

November 9, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 6.32 PM.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Attorney Aleshire and City Clerk Valdez

Communications From The Public on Closed Session Items

None.

Closed Session

The City Council and the related Authorities and Agencies recessed at 6:35 PM to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Corcoran v. Bell*; LASC BC442280.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Rizzo v. Bell*; LASC BC472566.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell*; LASC VC059415.
CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Sipple et. al. v. City of Alameda et. al.*, Case No. BC462270.

CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (5).

City Council reconvened to open session at 7:55 PM.

City Attorney Aleshire reported the following out of closed session: All items were discussed except the Sipple matter. No reportable action was taken.

Pledge of Allegiance

Pledge of Allegiance led by the Webelos Cub Scout Pack # 921.

Communications From The Public on Agenda Items Only

8:08:17 PM The following individuals spoke during communications from the public: Ron Garcia, Joe Carmona, Jose Moreno, Carmen Bella, Maria Solis, Laura Reyes, Humberto Romo, Hilda Rodriguez, Jose Vasquez and Ismael Morales.

Council Business

It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the Special Bell City Council Minutes and Bell City Council, Bell Community Redevelopment, Bell Community Housing Authority and Planning Commission Minutes dated September 14, 2011.

8:37:34 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:38:36 PM It was moved by Councilwoman Alvarez, seconded by Councilwoman Quintana, to approve the General Warrants and Community Housing Authority Warrants dated October 26, 2011 through November 9, 2011.

8:39:06 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:40:08 PM

8:41:15 PM Discussion ensued among the City Council regarding the settlement agreement in the Sipple et. al. v. City of Alameda et. al.; Complaint filed by New Cingular Wireless for Refund of Utility User's Taxes.

8:47:13 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to approve the settlement agreement in Sipple et. al. v. City of Alameda et. al.; Complaint filed by New Cingular Wireless for Refund of Utility User's Taxes.

8:47:56 PM

Vote:	4-1
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
No:	Councilwoman Quintana
Abstained:	None
Absent:	None

Motion Passed.

8:48:14 PM Interim CAO Croce provided a Status Report on the Solid Waste Collection Service Request for Proposals.

8:59:08 PM Discussion ensued among the City Council regarding the Solid Waste Collection Service Request for Proposals.

9:04:46 PM Bill Statler pro-bono consultant provided the staff report on the Review of 2012-13 Budget Process, Calendar and Format.

9:33:28 PM Interim Director of Community Services Debra Kurita provided a report on the Graffiti Removal Services RFP.

9:35:28 PM It was moved by Councilwoman Alvarez, seconded by Councilman Valencia, to approve the Graffiti Removal Services Request for Proposals.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:38:27 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Quintana, to approve the Second Reading of Ordinance No. 1182 to Commit the City of Bell to Annual Remittances to the County Auditor-Controller in Compliance with ABX1 27.

9:38:57 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:39:08 PM Inteirm CAO Croce requested the Council to move the following item to the 11/22/11 meeting:

> Consideration of Countywide Signal Priority - Bell Memorandum of Understanding (MOU) – Atlantic Ave. Traffic Signals.

9:39:28 PM City Council recessed.

9:53:23 PM City Council reconvened to open session

Planning Commission

9:55:45 PM Carlos Chacon, Assistant Planner provided the staff report on item 7.01.

9:58:54 PM Chair Saleh opened the public hearing regarding the Consideration of Resolution No. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow a Large Recycling Collection Facility to be Located Within an Existing 5,018 Square Foot Warehouse and an Attached 1,140 Square Foot Office; Location: 6216 Maywood Avenue, Bell, CA, APN 6318-019-038.

9:59:20 PM The following individuals spoke in favor of the project Nora Saenz, Carmen Bella and Alma Rico.

10:03:53 PM Chair Saleh closed the public hearing.

10:04:07 PM Discussion ensued among the Planning Commission.

It was moved by Vice Chair Harber, seconded by Commissioner Valencia, to approve Resolution No. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow a Large Recycling Collection Facility to be Located Within an Existing 5,018 Square Foot Warehouse and an Attached 1,140 Square Foot Office; Location: 6216 Maywood Avenue, Bell, CA, APN 6318-019-038, with the condition that the wall be 8 feet.

10:28:13 PM

Vote:	4-1
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
No:	Councilwoman Quintana

Abstained:	None
Absent:	None

Motion Passed.

10:33:05 PM Discussion ensued among the Planning Commission regarding the Adult Day Care.

10:40:33 PM Chair Saleh opened the public hearing regarding the Consideration of Resolution No. 2011-49 Approving Conditional Use Permit No. 2011-07 to Allow a 7,000 Square Foot Adult Day Care Facility to be Located within an Existing Building; Location: 6317-6327 Otis Avenue, Bell, Ca,. APN 6317-029-022 and 6317-029-021.

10:40:55 PM The following individuals spoke in favor of the project: Judy and Milda Ochoa, Nelida Sanchez, Nora Saenz, Carmen Bella and Jose Moreno.

11:08:47 PM Chair Saleh closed the public hearing.

11:10:22 PM It was moved by Commissioner Alvarez, seconded by Commissioner Quintana, to approve Resolution No. 2011-49 Approving Conditional Use Permit No. 2011-07 to Allow a 7,000 Square Foot Adult Day Care Facility to be Located within an Existing Building; Location: 6317-6327 Otis Avenue, Bell, Ca,. APN 6317-029-022 and 6317-029-021.

11:10:52 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chairr Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

11:15:26 PM Discussion ensued among the Planning Commission.

11:20:04 PM Chair Saleh opened the public hearing regarding the Consideration of Resolution No. 2011-50 Approving Conditional Use Permit No. 2011-08 to Allow a Large Recycling Collection Facility to be Located Within an Existing 2,048 Square Foot Building: Location: 3605 Gage Avenue, Bell, Ca, .APN 6318-020-018.

11:20:19 PM The following individuals spoke in favor of the project: Edwin Claros, Bill Smith, Marisol Rodriguez, Juliana Chico, Flor Claros, John Baschian, Nora Saenz, Yesenia Claros, Alma Rico and Jose Fuentes.

The following individual spoke against the project: Jose Moreno.

11:42:14 PM Chair Saleh closed the public hearing.

11:46:58 PM It was moved by Commissioner Valencia, seconded by Vice Chair Harber to move the following item to the 12/14/11 meeting:

> Consideration of Resolution No. 2011-50 Approving Conditional Use Permit No. 2011-08 to Allow a Large Recycling Collection Facility to be Located Within an Existing 2,048 Square Foot Building: Location: 3605 Gage Avenue, Bell, Ca, .APN 6318-020-018.

11:51:38 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

11:56:20 PM Discussion ensued among the Planning Commission regarding the Hand Car Wash.

11:58:21 PM Chair Saleh opened the public hearing regarding the Consideration of Resolution No. 2011-51 Approving Conditional Use Permit No. 2011-09 to Allow a 1,000 Square Foot Hand Car Wash Facility to be Located Within an Existing Automobile Tire and Accessory Business on a 28,354 Square Foot Site; Location: 5080 GAGE Avenue, Bell, Ca, APN 6327-021-025.

11:58:42 PM The following individuals spoke in favor of the project: Joe Carmona, Nora Saenz, Carmen Bella, Ezzie Vasquez, Nelida Sanchez, Maria Arasmendi, Alma Rico and Jose Moreno.

12:05:27 AM Chair Saleh closed the public hearing.

12:08:16 AM It was moved by Commissioner Quintana, seconded by Commissioner Valencia, to approve Resolution No. 2011-51 Approving Conditional Use Permit No. 2011-09 to Allow a 1,000 Square Foot Hand Car Wash Facility to be Located Within an Existing Automobile Tire and Accessory Business on a 28,354 Square Foot Site; Location: 5080 GAGE Avenue, Bell, Ca, APN 6327-021-025.

12:08:53 AM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Communications From The Public

12:09:25 AM The following individuals spoke during communications from the public: Jose Vasquez, Juliana Chico and John Baschian.

Mayor and City Council Communications

12:31:13 AM Councilwoman Quintana requested staff to come back with a moratorium ordinance on limiting recycling centers in the city.

12:31:59 AM Councilman Valencia agreed with Councilwoman Quintana and requested that a study also be conducted.

Adjournment

12:44:45 AM City Council meeting adjourned.

APPROVED THIS 25th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

November 22, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

6:35:40 PM Meeting was called to order by Mayor Saleh.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Attorney Aleshire, and City Clerk Valdez

Communications From The Public on Closed Session Items

6:36:35 PM The following individual spoke during communications from the public: Fernando Chavarria.

Closed Session

6:41:55 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Corcoran v. Bell*; LASC BC442280.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Ramirez v. County of Los Angeles, et al.;* USDC 11-CV04057

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION-Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (4)

8:11:02 PM City Council reconvened to open session.
8:11:06 PM City Attorney Aleshire reported the following out of closed session: only the Corcoran case was discussed, no reportable action taken.

8

Pledge of Allegiance

Pledge of Allegiance led by Mayor Saleh.

Presentations

8:13:25 PM Presentation by Sam Olivito and Diane Martinez from California Contract Cities.

Communications From The Public on Agenda Items Only

8:19:53 PM The following individuals spoke during communications from the public: Fernando Chavarria, Hilda Rodriguez, Alfred Areyan, Jose Moreno, Dale Walker and Carmen Bella.

Consent Calendar

8:40:10 PM It was moved by Vice Mayor Harber, seconded by Councilman Valencia, to approve the following consent calendar items:

Special Bell City Council Minutes dated September 28, 2011.

General Warrants and Community Housing Authority Warrants dated November 9, 2011 through November 22, 2011.

8:41:28 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

The following consent calendar item was pulled for further discussion:

Approval of Conflict Waiver by Aleshire and Wynder.

8:40:55 PM City Attorney Aleshire provided a staff report on the conflict waiver by Aleshire and Wynder.

8:45:36 PM Discussion ensued among the City Council.

Councilwoman Quintana noted that the report on the agenda was mistakenly identified as the version she approved. The version submitted was the version approved by Mr. Aleshire. The final draft will executed and submitted at the next meeting.

8:53:53 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Quintana, to receive and file the Conflict Waiver by Aleshire and Wynder.

8:55:20 PM

Vote:	4-1
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
No:	Councilman Valencia
Abstained:	None
Absent:	None

Motion Passed.

Council Business

It was moved by Councilwoman Alvarez, seconded by Councilman Valencia, to approve the Bid Result for Filmore Street Rehabilitation Project - Heliotrope Ave. to Wilcox Ave. – Project No. 04-525-3737-0922 – Appropriate funding per Approved Budget for F.Y. 2011-2012 and authorize the Chief Administrative Officer to enter into a contract with Siliac Contractors Corporation, dba Shawnan of Downey, CA for the amount of $171,294.00 for Filmore Street Rehabilitation Project. Authorize a contingency of $17,000. (10% of contract), and an amount not to exceed $8,000. for Contract Administration and Inspection fees. Funds to be provided from Gas Tax Funds under Account No. 04-525-3737-0922.

8:57:21 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve the Extension to the Contract for parking citation management services with City of Inglewood effective December 1, 2011 through November 30, 2012.

9:03:40 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:04:08 PM Discussion ensued among the City Council regarding Golden State Water.

9:14:11 PM The City Council requested to move the special meeting to 12/13/11.

9:16:28 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve Resolution of protest regarding Golden State Water Co. water rate increase application pending before the California Public Utilities Commission.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:22:11 PM It was moved by Vice Mayor Harber, seconded by Councilman Valencia, to Eliminate the Department of Administrative services and the position of Director of Administrative Services with attendant layoff of the incumbent employee; and established a Department of Finance, adopted a job description for the position of Finance Director and an interim appointment to the new position.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Public Hearing of the Planning Commission

9:29:11 PM Discussion ensued among the Planning Commission regarding item 9.01.

9:36:21 PM Chair Saleh opened the public hearing regarding the consideration of resolution no. 2011-47 approving conditional use permit 2011-06 and a determination of public convenience or necessity (PCN) to allow the sale for off-premises consumption of beer and wine for a proposed retail grocery located within an existing 4000 square foot building on an existing 11,362 square foot lot; location 6339 Atlantic Avenue within the C-3 zoning district

The following individuals spoke in favor of the project: Jose Gomez, Alfred Areyan, Roger Ramirez, Carmen Bella, Nelida Sanchez, Fernando Chavarrria, Ismael Morales, Mario Estrada, Alma Rico and Merly Alejandre,

9:47:26 PM Chair Saleh closed the public hearing.

9:52:28 PM It was moved by Councilwoman Alvarez, seconded by Councilwoman Quintana, to approve resolution no. 2011-47 approving conditional use permit 2011-06 and a determination of public convenience or necessity (PCN) to allow the sale for off-premises consumption of beer and wine for a

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proposed retail grocery located within an existing 4000 square foot building on an existing 11,362 square foot lot; location 6339 Atlantic Avenue within the C-3 zoning district, with the condition that there will no deliveries between the hours of 11:00 AM and 6:00 PM.

9:54:07 PM	
Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Communications From The Public

9:54:16 PM The following individuals spoke during communications from the public: Arlene Savage, Roger Ramirez and Alfred Areyan.

Mayor and City Council Communications

10:16:57 PM Councilwoman Quintana informed the Council that she was appointed as the representative to the Los Angeles division of the League of California Cities. She also requested to work on a time frame to have the I-710 community meeting.

10:18:52 PM Mayor Saleh informed the Council that he attended an event on 11/16/11 on the legislative

Adjournment

10:19:43 PM City Council meeting adjourned to a special meeting for closed session on 11/30/11 at 6:30 PM.

APPROVED THIS 25th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

Special Minutes of
Bell City Council

November 30, 2011
6:30 P.M.

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 6:30 PM.

Pledge of Allegiance to the Flag.

Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce

Communications From The Public on Closed Session Items

None.

Closed Session

The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: People v. Robert Rizzo, et al Case No.: Los Angeles Superior Court BC445497

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: Bell v. Best Best & Krieger; LASC BC466436

CONFERENCE WITH LEGAL COUNSEIL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: Dexia Credit Local v. City of Bell, Bell Public Financing Authority

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: Robert A. Rizzo v. Bell; LASC BC472566.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: D&J Engineering v. Bell; LASC VC059415.

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: Randy G. Adams v. City of Bell, Los Angeles Superior Court, Case No. BC470794.

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITGATION (Subdivision (a) of Section 54956.9); Name of case: Pier' Angela Spaccia v. City of Bell, Los Angeles Superior Court, Case No. BC472751.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a)) Name of Case: Gormley v. City of Bell, et al Case No.: Los Angeles Superior Court BS130380

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Government Code Section 54956.9) Name of Case: Cynthia Anderson-Barker v. City of Bell, Los Angeles Superior Court, Case No. BS133819.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (Eight (8) potential cases)

City Attorney Aleshire reported that there were no action(s) to be taken by the City Council on Closed Session matters.

Adjournment

APPROVED THIS 25th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
City Clerk

Special Minutes of
Bell City Council

December 13, 2011
5:00 PM

Bell Community Center
6250 Pine Avenue

5:04:47 PM Meeting was called to order by Mayor Saleh.

Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, Assistant City Attorney Bertrand and Deputy City Clerk Perez

5:06:10 PM Pledge of Alliance led by Vice Mayor Harber.

Communications from the public was moved to after item 3.01 was conducted.

Selection of Executive Recruitment Firm for a Permanent CAO and other Department Head Positions. The City Council interviewed representatives from the firms of Bob Murray and Associates and Peckham McKenney.

7:14:48 PM City Council recessed

7:19:59 PM City Council reconvened to open session.

Communications from the Public

7:20:32 PM The following individuals spoke during communications from the public: Jose Moreno and Sandy Orozco.

7:31:17 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez Second to select Peckham McKenney and authorized the Mayor and Interim CAO to negotiate an agreement with the firm and authorized the ICAO to execute an agreement with the firm, approved as to form by the City Attorney and authorized the firm to begin the recruitment process for a permanent CAO.

7:33:35 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

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No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:33:47 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber to approve a contract with Avery Associates not to exceed $12, 000 for services in negotiating a Memorandum of Understanding with the Bell Police Officer's Association and authorized the Interim Chief Administrative Officer to execute, approved as to form by the City Attorney.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7:52:22 PM It was moved by Councilwoman Quintana, seconded by Councilwoman Alvarez to approve and award a three and half (3 ½) years contract with Interwest Consulting Group to provide City Engineer Services and authorized the Interim Chief Administrative Officer to execute, approved as to form by the City Attorney.

Vote:	4-1
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
No:	None
Abstained:	Councilman Valencia
Absent:	None

Motion Passed.

7:57:14 PM It was moved by Councilwoman Quintana, seconded by Councilwoman Alvarez to approve an agreement with SJC3.Consulting for Community Development Block Grant Program Administration Services for FY 2011-2012 in an amount not to exceed $26,880 and authorized the ICAO to execute, approved as to form by the City Attorney.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:01:38 PM It was moved by Councilwoman Alvarez, seconded by Councilman Valencia to approve the amendment to the professional services agreement of David A. Bass at a reduced rate of $72.00 per hour extending the agreement to June 30, 2012.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:10:48 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber to approve the Council meeting schedule for the month of January as the second and fourth Wednesday of the month.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None

Absent: None

Motion Unanimously Passed.

8:13:31 PM It was moved by Councilman Valencia, seconded by Councilwoman Alvarez to adopt a resolution requesting Cal-PERS to Waive the 960 Hour Limitation for Interim Management Employees and to permit the Interim Executive staff at the City of Bell to continue in place this fiscal year until the searches for permanent staff are completed.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Adjournment

8:13:38 PM Special Council Meeting adjourned.

APPROVED THIS 25th DAY OF JANUARY 2012.

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

December 14, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

6:34:30 PM Meeting was called to order by Mayor Saleh.

6:34:43 PM Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

6:35:01 PM

Present:	Mayor Saleh, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Attorney Aleshire, City Clerk Valdez

Communications From The Public on Closed Session Items

None.

6:35:18 PM Vice Mayor Harber walked in.

Closed Session

6:36:01 PM City Attorney Aleshire requested to include two additional items on the closed session for discussion: Robert Rizzo lawsuit and the Attorney General lawsuit.

6:36:38 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to add the Robert Rizzo lawsuit and Attorney General Lawsuit to the closed session for discussion.

6:37:06 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

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Motion Unanimously Passed.

6:37:10 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *D&J Engineering v. Bell*; LASC VC059415.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M__ X)

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

CONFERENCE WITH LEGAL COUNSEL--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (4)

7:41:23 PM City Council reconvened to open session.

7:41:39 PM City Attorney Aleshire reported the following out of closed session: the Council met in closed session and discussed the status of the D&J Engineering case, the Ramirez case, Fisher case, Dexia case and Best Best & Krieger case were not discussed. There was an added item to the agenda the Rizzo and Attorney General case were discussed. Only one of the potential cases was discussed, no reportable action taken.

Pledge of Allegiance

Pledge of Allegiance led by Ken Hampian.

Presentation

Proclamation Proclaiming the Month of November 2011 as In-Home Care Providers' Courage to Care and National Family Caregivers Month.

Communications From The Public on Agenda Items Only

7:45:26 PM The following individuals spoke during communications from the public: Alex Paredes, Ismael Morales, Sandy Orozco, Richard Espiritu, Joe Carmona, Alfred Areyan and Jose Moreno.

Consent Calendar

8:02:37 PM It was moved by Councilman Valencia, seconded by Councilwoman Alvarez, to approve the General Warrants, Community Redevelopment Agency and Community Housing Authority Warrants dated November 22, 2011 through December 14, 2011.

8:04:17 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to Receive and File the Conflict Waiver Letter by Aleshire and Wynder.

8:05:04 PM

Vote:	4-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
No:	None
Abstained:	Councilman Valencia
Absent:	None

Motion Passed.

Council Business

8:06:26 PM Jim Godsey, Principal with MGO, Bell auditors provided an update on the progress of the City's audit.

8:18:23 PM Presentation by Ken Hampian and Bill Statler regarding the Goal Setting Process for 2012-13 Budget Process.

8:56:25 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the Goal Setting Process for 2012-13 Budget Process.

8:56:55 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None

Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:17:29 PM Bill Statler provided the presentation on the General Obligation Bond Workout Plan.

9:17:05 PM Discussion ensued among the City Council.

9:33:26 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Quintana, to approve the General Obligation Bond Workout Plan and related implementation actions.

9:33:55 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:36:03 PM Dave Morgan and Debbie Owen from CPS HR Consulting provided the presentation on the Classification and Compensation Study

9:50:54 PM Discussion ensued among the City Council.

10:14:33 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to continue the Classification and Compensation Study Consistent with the Compensation Parameters Recommended by CPS HR Consulting and include the cities of Cudahy and Lawndale and private sector data .

10:15:19 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

10:15:30 PM City Council recessed.

10:27:14 PM City Council reconvened to open session.

It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to approve the attendance at the League of California Cities New Mayors and Councilmembers Academy in Sacramento on January 18--20 2012.

10:32:24 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Councilwoman Alvarez, seconded by Councilman Valencia, to approve the Ordinance Establishing a Moratorium on the Acceptance, Processing or the Issuance of Conditional Use Permits, or Entitlements for All Recycling Facilities in the City of Bell.

10:37:25 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Public Hearing of the Planning Commission

The Planning Commission accepted the letter from the applicant requesting to withdraw from his conditional use permit application for the following project:

> Continued Public Hearing for Consideration of Conditional Use Permit No. 2011-08 to Allow a Large Recycling Collection Facility to be Located within an Existing 2,048 Square Foot Building to be Established at 3605 Gage Avenue, Bell.

It was moved by Vice Chair Harber, seconded by Commissioner Quintana, to reconsider the prior motion. on Resolution No. 2011-47 Approving Conditional Use Permit No. 2011-06 and a Determination of Public Convenience or Necessity (PCN) to Allow the Sale for Off-Premises Consumption of Beer and Wine for a Proposed Retail Grocery Located Within an Existing 4,000 Square Foot Building on an Existing 11,362 Square Foot Lot; Location: 6399 Atlantic Avenue within the C-3 Zoning District.

10:41:45 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None

Abstained:	None
Absent:	None

Motion Unanimously Passed.

10:45:45 PM It was moved by Commissioner Alvarez, seconded by Commissioner Quintana, to approve the reconsideration of Resolution No. 2011-47 Approving Conditional Use Permit No. 2011-06 and a Determination of Public Convenience or Necessity (PCN) to Allow the Sale for Off-Premises Consumption of Beer and Wine for a Proposed Retail Grocery Located Within an Existing 4,000 Square Foot Building on an Existing 11,362 Square Foot Lot; Location: 6399 Atlantic Avenue within the C-3 Zoning District, as amended.

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Communications From The Public

10:47:45 PM The following individual spoke during communications from the public: Sandy Orozco.

Mayor and City Council Communications

10:50:36 PM Councilman Valencia thanked the staff for a very well Christmas event. He also requested to staff to look into street condition on Florence to Walker.

10:53:19 PM Councilwoman Quintana responded to the formal request from BASTA and she read a letter responding to their letter presented at the last council meeting.

10:56:57 PM Mayor Saleh informed the Council of the Golden State Water hearing attended on 12/5/11.

Adjournment

11:02:06 PM City Council meeting adjourned.

APPROVED THIS 25th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
City Clerk

Special Minutes of
Bell City Council

December 21, 2011
7:00 PM

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 7:15 PM.

Pledge of Allegiance to the Flag.

Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce

Communications From The Public

None.

Council Business

Discussion ensued among the City Council regarding CAO Recruitment Process and direction was provided to Peckham & McKenney.

Adjournment

City Council Meeting adjourned at 8:45 PM.

APPROVED THIS 25th DAY OF JANUARY 2012.

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 25th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council - Bell Community Redevelopment Agency, and
Bell Community Housing Authority

January 11, 2012

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 5:45 P.M.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, and Community Housing Authority Commissioners

Present: Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (4)

Absent: Mayor Saleh (1)

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire and City Clerk Valdez

Communications from the Public on Closed Session Items

None

Closed Session

The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

Mayor Saleh arrived at 5:48 P.M; all members present

3.01 CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

3.02 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

3.03 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

3.04 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Robert A. Rizzo v. Bell*; LASC BC472566.

3.05 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell Redevelopment Agency v. County Record Search*: LASC VC059404.

3.06 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATON (Subdivision (a) of Section 54956.9); Name of case: *California Redevelopment Association, et al. v. Matosantos*, Cal. Supreme Ct. Case No. S194861.

3.07 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

3.08 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (Nine (9) potential cases)

City Council reconvened to open session at 7:14 P.M, with all members present.

City Attorney Aleshire announced that the Council discussed items 3.01, 3:06 and 2 anticipated litigation cases, and that there were no actions to be taken by the City Council. He further announced that the Council will adjourn its regular meeting to 6:00 P.M. on Thursday, January 12, 2012 to discuss the balance of the items listed for Closed Session discussion.

Pledge of Allegiance led by Mayor Saleh

Announcement by City Clerk Valdez

Compensation for the members of the Bell City Council is $673 a month. In accordance with Government Code Section 54952.3, I hereby announce that Council Members will not receive any additional compensation or stipend for the convening of the following regular meetings of the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority and the Planning Commission.

Communications from the Public on Agenda Items Only

Alfred Areyan and Sandy Orozco addressed the Council relative to the Dial A Ride Public Transportation Request for Proposal.

Mayor Saleh announced that speakers who requested to speak on Item 7.01 will be allowed to speak at the time the item is considered

Consent Calendar

- Councilmember Valencia pulled item 5.03 for separate consideration

5.01 *(Council/Community Redevelopment Agency/Community Housing Authority/Planning Commission)* Approval of Special Bell City Council Minutes dated October 19, 2011 and November 1, 2011; and Bell City Council, Bell Community Redevelopment, Bell Community Housing Authority and Planning Commission Minutes dated September 28, 2011, October 12, 2011 and October 26, 2011.

5.02 *(Council/Community Housing Authority)* Approval of General Warrants and Community Housing Authority Warrants dated December 14, 2011 through January 11, 2012.

5.03 Approval Issuance of Dial A Ride Public Transportation Request for Proposal.

5.04 Appointment of Patricia Healy as Interim City Clerk.

5.05 Consideration of Resolution No. 2012-02 Setting the Dates and Times of the City Council's Regular Meetings of February through December 2012.

5.06 *(Community Housing Authority)* Consideration of Appropriations Adjustment Allocating $57,259 in Bell Community Housing Authority funds and authorize payment for improvements completed to the Restroom and Shower Facility at Bell Mobile Home Park by Medina Construction.

Motion by Councilmember Valencia, seconded by Councilmember Alvarez to approve Consent Calendar Items Nos. 5.01, 5.02 and 5.04 through 5.06 was adopted by the following vote:

Ayes:	***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Motion by Councilmember Alvarez, seconded by Vice Mayor Harber to approve Consent Calendar item No. 5.03 was adopted by the following vote:

Ayes:	***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Public Hearings

6.01 Consideration of Fiscal Year 2012-2013 Community Development Block Grant Program Budget and Approval of Resolution No. 2012-03 Approving the CDBG Projects and Budgets.

Interim Community Services Director Debra Kurita provided Council with a brief explanation of the materials provided to the Council in the agenda packets.

Mayor Saleh opened the public hearing. Donna Gannon raised concern about neighborhoods deteriorating. Hearing no one else wishing to speak on this matter, Mayor Saleh closed the public hearing.

RESOLUTION NO. 2012-03 A Resolution of the Bell City Council approving the City's Community Development Block Grant Program for Fiscal Year 2012-13.

Motion by Vice Mayor Harber, seconded by Councilmember Valencia to adopt Resolution No. 2012-03 was adopted by the following vote:

Ayes: *Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)*
Noes: *None (0)*
Abstained: *None (0)*
Absent: *None (0)*
MOTION UNANIMOUSLY ADOPTED

6.02 Consideration of An Extension of Urgency Ordinance No.. 1183 of the City of Bell Establishing a Moratorium on the Acceptance, Processing or the Issuance of Conditional or Special Use Permits, or Entitlements for all Recycling Facilities in the City of Bell.

Interim Community Development Director Nancy Fong provided Council with a brief explanation of the materials provided to the Council in the agenda packets.

Mayor Saleh opened the public hearing. Ignacio Marquez and Alfred Areyan spoke in support of extending the moratorium. Hearing no one else wishing to speak on this matter, Mayor Saleh closed the public hearing.

URGENCY ORDINANCE NO. 1184 - An Interim Urgency Ordinance of the City Council of the City of Bell, California, Extending a Moratorium Adopted by Ordinance No. 1183 by 10 Months and 15 Days, on the Acceptance, Processing, Issuance, or Approval of any Conditional or Special Use Permits or Entitlements for

the Establishing of any Type of Recycling Facility within the City Limits Pending the Completion of Studies and the Preparation of New and Updated Ordinances Regulating Recycling Facilities.

Motion by Councilmember Alvarez, seconded by Councilmember Quintana to adopt Urgency Ordinance No. 1184 was adopted by the following vote:

Ayes:	***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Council/Related Agencies Business

7.01 Consideration of Graffiti Removal Services Award.

The following individuals spoke on this matter: Barry Woods representing Graffiti Control Systems spoke in support of the recommended contract award; Carla Lenhoff, representing Graffiti Protective Coatings opposed the proposed award; Carmen Bella ,and Hilda Rodriguez spoke in opposition of the proposed award, and Roger Ramirez expressed concern that the quality of service does not suffer.

Council discussion ensued.

Motion by Councilmember Alvarez, seconded by Vice Mayor Harber to approve an Agreement with Graffiti Control Systems for Graffiti Removal Services for FY 2011-12 in an amount not to exceed $39,100 with two one-year options in an annual amount not to exceed $93,839 was adopted by the following vote:

Ayes:	***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

7.02 Presentation Regarding Balancing the City's Check Book: Introduction to City Financial Management.

William Statler, Budget Advisor presented a report on the key city financial management concepts and principles and how they relate to the City of Bell; and other structures and recent

trends of the City's General Fund revenue and expenses. Following the presentation, Council discussion ensued.

7.03 *(Community Redevelopment Agency)* Update: on California Supreme Court Decision Concerning Redevelopment Agency & AB1X26 and Approval of letter in support of SB 659--Temporarily Postpone Dissolution of Redevelopment Agencies.

David Aleshire, City Attorney, presented a report on the status of redevelopment in California given the December 29th Supreme Court decision in Community Redevelopment Association v. Matosantos (No.S194861). Following the report, Councilmembers asked questions and discussion ensued.

Motion by Councilmember Valencia, seconded by Councilmember Alvarez to receive and file the City Attorney's report was adopted by the following vote:

Ayes: ***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***
MOTION UNANIMOUSLY ADOPTED

Motion by Councilmember Quintana, seconded by Councilmember Valencia to authorize the Mayor to issue a letter in support of (SB) 659, and further authorize Councilmembers to express support for the measure while in Sacramento for the New Mayors and Councilmembers Conference, was adopted by the following vote:

Ayes: ***Mayor Saleh, Vice Mayor Harber, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (5)***
Noes: ***None (0)***
Abstained: ***None (0)***
Absent: ***None (0)***
MOTION UNANIMOUSLY ADOPTED

Communications From The Public

Donna Gannon, Alfred Areyan, Jose Moreno and Carmen Bella addressed the Council with general concerns on issues within the Council's jurisdiction.

Mayor and City Council Communications

Councilmember Valencia

- Announced that information related to warrants payments to Meyers and Nave and Annette Peretz is available to the public.

- Asked the Council to close the meeting in memory of Maria Tejeda Garcia who passed away on January 9, 2012

Vice Mayor Harber

- Thanked the Mayor and Interim Chief Administrative Officer Croce for their efforts in reducing the cost of the city's legal bills.

Councilmember Alvarez

- Announced that there will be a hazardous Waste Recycling Roundup event sponsored by the City and the County of Los Angeles on Saturday, January 14, 2012 at the City Yard.

Councilmember Quintana

- Thanked the City for all the recent efforts to improve the City and City Services. She also thanked Larry Savala ('93 Bell High School) for making live web streams of all Council meetings available on the internet.

Adjournment

In Memory of Maria Tejeda Garcia

At 9:56 P.M., the Mayor adjourned the meeting to Thursday, January 12, 2012 at 6:00 P.M. for the purpose of continuing items on the Closed Session agenda. The next Regular Meeting is scheduled for **Wednesday**, January 25, 2012 at 6:00 P.M.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on January 6, 2012 seventy-two hours prior to the meeting as required by law.

_____

Patricia Healy, CMC
Interim City Clerk

Minutes of
Adjourned Regular Meeting of the
Bell City Council - Bell Community Redevelopment Agency, Community Housing Authority, and Bell Public Financing Authority

January 12, 2012

Bell Community Center
6250 Pine Avenue

At its regular meeting of January11, 2012 the City Council adjourned to January 12, 2012 for the purpose of continuing discussion on Closed Session items; the meeting was called to order by Mayor Saleh at 6:30 P.M.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority, and Public Financing Authority Commissioners.

Present: Mayor Saleh, Councilmember Alvarez, Councilmember Quintana and Councilmember Valencia (4)

Absent: Vice Mayor Harber (1)

Communications from the Public on Closed Session Items

None

Closed Session

The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

3.02 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

3.03 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

3.04 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Robert A. Rizzo v. Bell*; LASC BC472566.

3.07 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

3.08 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

City Council reconvened to open session at 8:45 P.M.; City Attorney Aleshire announced that there were no matters to report out.

Adjournment

Mayor Saleh adjourned the meeting at 8:45 P.M.; the next Regular Meeting is scheduled for **Wednesday**, January 25, 2012 at 6:00 P.M.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on January 6, 2012 seventy-two hours prior to the meeting as required by law.

_____

Patricia Healy, CMC
Interim City Clerk

General

Warrants
for

January 25, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49025	01/11/12	120105	WELLS FARGO BANK WC ACCT REPLNSH CK#6207,10-38	45,653.61
49026	01/13/12	120105	VOID VOID-TEST PRINT	0.00
49027	01/13/12	120105	VOID VOID-TEST PRINT	0.00
49028	01/13/12	120105	AT&T TELEPHONE BILLING-12/2-1/1/12 MTA CONNECTION/SVCS@ CITY HALL TELEPHONE BILLING-12/2-1/1/12 MTA CONNECTION/SVCS@ BELL P.D. TELEPHONE BILLING-12/2-2/1/12 6330 PINE AVENUE	4,142.70
49029	01/13/12	120105	AT&T TELEPHONE BILLING-11/27-12/26 BELL P.D.	281.65
49030	01/13/12	120105	CALIFORNIA WATER SERVICE WATER BILLING-12/2-12/30/11 RICKBKE & EASTERN WATER BILLING-12/2-12/30/11 BNDNI-AMLAERHT	74.25
49031	01/13/12	120105	FLATIRON CAPITAL 2011-2012 LIABILITY INSURANCE 7TH INSTALLMENT PAYMENT	23,305.45
49032	01/13/12	120105	GOLDEN STATE WATER COMPANY WATER BILLING-11/29-12/28/11 4460 GAGE AVE WATER BILLING-11/29-12/28/11 6420 WILCOX AVE WATER BILLING-11/29-12/28/11 FLORENCE AVE & CHANSLOR WATER BILLING-11/29-12/27/11 6707 FP BEAR AVE WATER BILLING-11/29-12/28/11 FLORENCE & WALKER WATER BILLING-11/29-12/28/11 6330 PINE AVE WATER BILLING-11/29-12/28/11 5320 GAGE AVE WATER BILLING-11/29-12/28/11 4403 GAGE AVE WATER BILLING-11/29-12/28/11 ATLANTIC & BECK WATER BILLING-11/29-12/28/11 6702 FP ORCHARD WATER BILLING-11/29-12/28/11 6330 PINE AVE	5,479.60

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-11/29-12/27/11 3782 GAGE AVE WATER BILLING-11/29-12/28/11 6250 PINE AVE WATER BILLING-11/29-12/28/11 4377 GAGE AVE WATER BILLING-11/29-12/27/11 4200 GAGE AVE WATER BILLING-11/29-12/28/11 RIVER DR/SOUTHALL LN WATER BILLING-11/29-12/28/11 6526 WILCOX AVE WATER BILLING-11/29-12/27/11 6500 FP WILCOX AVE WATER BILLING-11/29-12/28/11 6301 CLARKSON WATER BILLING-11/29-12/27/11 6707 BEAR AVE WATER BILLING-11/29-12/28/11 5234 GAGE AVE WATER BILLING-11/29-12/27/11 6707 IRR BEAR AVE WATER BILLING-11/29-12/28/11 ATLANTIC & GAGE	
49033	01/13/12	120105	MAYWOOD MUTUAL WATER CO WATER BILLING-10/20-12/16/11 5200 RANDOLPH STREET WATER BILLING-10/19-12/15/11 4501,05,09 E GAGE AVENUE WATER BILLING-10/19-12/15/11 SO OF 6420 ATLANTIC AVENUE WATER BILLING-10/20-12/16/11 GAGE/CASITAS LANDSCAPE WATER BILLING-10/20-12/16/11 WILCOX/GAGE PARKWAY	985.60
49034	01/13/12	120105	OLIVIA CAMARAGO & LYON LAW,P.C SETTLEMENT	8,000.00
49035	01/13/12	120105	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/1-1/1/12 6330 PINE AVE ELECTRICAL BILLING-12/6-1/5/12 6590 WILCOX AVENUE	2,530.14
49036	01/13/12	120105	U.S. POSTAL SERVICE POSTAGE METER REFILL	2,000.00
49037	01/13/12	120105	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6239-43	9,192.90
49038	01/20/12	120105	VOID TEST PRINT	0.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49039	01/20/12	120105	VOID TEST PRINT	0.00
49040	01/20/12	120105	AT&T-LONG DISTANCE TELEPHONE BILLING-12/1-28/11 LONG DISTANCE-VARIOUS ACCOUNTS	9.64
49041	01/20/12	120105	DELTA DENTAL SERVICE DENTAL INS CLAIMS-DEC'11 DENTAL INS ADMIN FEE-DEC'11 DENTAL INS CLAIMS-NOV'11 DENTAL INS ADMIN FEE-NOV'11	19,017.19
49042	01/20/12	120105	DIGITAL MAGIC SIGNS 2012 BUSINESS LICENSE DECALS	2,131.37
49043	01/20/12	120105	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING 12/12/11-1/11/12 6707 BEAR AVE-LBP ELECTRICAL BILLING 12/14/11-1/13/12 6510 CLARKSON AVE ELECTRICAL BILLING 12/14/11-1/13/12 6800 OTIS TC1	1,014.13
49044	01/20/12	120105	VISION SERVICE PLAN (CA) VISION INS ADMIN FEE-JAN'12 VISION INS CLAIMS-DEC'11	1,756.10
49045	01/25/12	120106	AIMS, INC. HP LASERJET 3600N REPAIR-P.D.	130.00
49046	01/25/12	120106	AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD	2,011.57
49047	01/25/12	120106	BETTY L. ATCHISON INSURANCE BENEFIT-JAN'12	75.00
49048	01/25/12	120106	AZTECA LANDSCAPE LANDSCAPE MAINT-NOV'11 MEDIANS & SLOPES LANDSCAPE MAINT-DEC'11 MEDIANS & SLOPES LANDSCAPE MAINT-DEC'11 VETS PK	11,500.00
49049	01/25/12	120106	BELCHER & ASSOCIATES INTERIM CHIEF OF POLICE DEPT 1/1-16/12	6,500.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49050	01/25/12	120106	BELL GLASS SHOP REMOVE/INSTALL GLASS-DEBS PK REMOVE/INSTALL DAMAGED GLASS BELL P.D./C.CHAMBERS/CITY HALL REMOVED/INSTALLED GLASS DEBS PK	2,133.49
49051	01/25/12	120106	BELL SERVICE CENTER FLAT SERVICE FEE-DEC'11 LUBE/OIL/FILTER-UNIT #307 H.W. MOUNT TIRES VARIOUS REPAIRS-UNIT #338 REPLACED EMERGENCY BRAKE CABLE SMOG CHECK VARIOUS REPAIRS-UNIT #335 REPLACE TOUCHMASTER/UNITROL SMOG CHECK VARIOUS REPAIRS-UNIT #337 ABS ENGINE LIGHT/MODULE SMOG CHECK REPLACE HEADLIGHTS-UNIT #363 VARIOUS REPAIRS-UNIT #355 LUBE/OIL/FILTER CHECK/TEST WINDOW SWITCH REPLACE SEAT BELT BUCKLE BATTERY-UNIT #354 SMOG CHECK-UNIT #332 SMOG CHECK-UNIT #352 SMOG CHECK-UNIT #353 SMOG CHECK-UNIT #325 VARIOUS REPAIRS-UNIT #348 BATTERY/IGNITION SWITCH/ TOUCHMASTER/UNITROL SMOG CHECK-UNIT #330	3,947.17
49052	01/25/12	120106	BELL SERVICE CENTER SMOG CHECK-UNIT #344 SMOG CHECK-UNIT #343 SMOG CHECK-UNIT #325	143.82
49053	01/25/12	120106	C.A.P.E. ACCOUNTING MEMBERSHIP DUES-JAN-DEC'12	45.00
49054	01/25/12	120106	CANNING'S TRUEVALUE HARDWARE SEWER MACHINE ELECTRICAL BUILDING REPAIR DEBS PARK PAINTING BUILDING REPAIR PARTS BELL P.D. BUILDING REPAIR PARTS-BELL P.D BUILDING REPAIR PARTS-C.HALL BUILDING REPAIR PARTS-C.HALL BUILDING REPAIR PARTS-BELL PD RECORDS BUREAU	370.76

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WROUGHT IRON FENCE REPAIR VETERANS PARK STREET SIGN REPAIRS-PINE&GAGE BUILDING REPAIR PARTS-BELL P.D BUILDING REPAIR PARTS-BELL P.D CEILING PANELS-BELL P.D. BUILDING REPAIR PARTS BUILDING REPAIR PARTS-DEBS PK	
49055	01/25/12	120106	CCCA-CALIFORNIA CONTRACT ANNUAL MEMBERSHIP-7/1-6/30/12	2,366.00
49056	01/25/12	120106	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-DEC'11	300.00
49057	01/25/12	120106	CHEMO SAFETY SYSTEMS SYRINGE SAFETY TUBES	333.42
49058	01/25/12	120106	JERRY CLINE INSURANCE BENEFIT-JAN'12	75.00
49059	01/25/12	120106	COMMERCIAL DOOR METAL SYSTEMS REPAIRED ENTRY DOOR-C.HALL	439.04
49060	01/25/12	120106	COMSERCO, INC. MAINTENANCE BILLING-JAN'12	1,071.00
49061	01/25/12	120106	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-DEC'11	96,389.66
49062	01/25/12	120106	L.A. COUNTY PERMIT BALANCE DUE-C.CTR	87.00
49063	01/25/12	120106	CPS PROF SVCS-CLASS & COMP PROJ	5,884.05
49064	01/25/12	120106	CRITICAL REACH 2012 TRAK SUPPORT FEES	395.00
49065	01/25/12	120106	ARNE CROCE INTERIM CAO SVCS-1/1-15/12	7,000.00
49066	01/25/12	120106	CSG CONSULTANTS, INC. PLAN REVIEW SVCS-PC#45527 PLAN REVIEW SVCS-PC#45520	591.22
49067	01/25/12	120106	DATASTREAM BUSINESS SOLUTIONS, SOFTWARE MAINT AGT-1/1-3/31/12 HP9000 SYSTEM & UTILITIES HP ELOQUENCE HP9000 PROGRAMMING 11/1-30/11 MACIAS 2009-10 AUDIT	3,095.00
49068	01/25/12	120106	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-NOV'11	14,152.43

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ANIMAL HOUSING SVCS-DEC'11	
49069	01/25/12	120106	DUNN-EDWARDS CORP.	1,052.66
			PAINT SUPPLIES-HANDYMAN PROGRM	
			6600 WOODWARD AVE-P.MEDINA	
			PAINT SUPPLIES-HANDYMAN PROGRM	
			6600 WOODWARD AVE-P.MEDINA	
			PAINT SUPPLIES-HANDYMAN PROGRM	
			6600 WOODWARD AVE-P.MEDINA	
			PAINT SUPPLIES-HANDYMAN PROGRM	
			PAINT SUPPLIES-BELL P.D.	
			PAINT SUPPLIES-BELL P.D./JAIL	
49070	01/25/12	120106	ENTENMANN-ROVIN CO.	1,167.48
			FLAT BADGES-CITY COUNCIL	
			FLAT BADGES-CITY COUNCIL	
			BADGES-BELL P.D.	
			BADGES-BELL P.D.	
49071	01/25/12	120106	NORDIS PARENTE	649.24
			ENVELOPES/LETTERHEAD-BELL P.D.	
			BUSINESS CARDS-C.DONAHUE	
			P.D. VOLUNTEER	
49072	01/25/12	120106	FIRST 5 LA	200.00
			REFUND-HALL RENTAL DEPOSIT	
			11/7/11 COMMUNITY MEETING	
			REFUND-HALL RENTAL DEPOSIT	
			12/5/11 COMMUNITY MEETING	
49073	01/25/12	120106	G4S SECURE SOLUTIONS (USA)INC.	15,024.42
			JAIL SVCS-BELL P.D./NOV'11	
49074	01/25/12	120106	GALLS	695.48
			SAFETY VEST-S.BLUTHENTHAL	
			UNIFORM-M.ROACHO	
49075	01/25/12	120106	MICHAEL P. GARVEY	266.39
			EXPENSES REIMB-1/3-6/12	
49076	01/25/12	120106	TRINA GOMEZ	90.00
			REFUND-TREDER PAVILION 1/7/12	
49077	01/25/12	120106	GRAFFITI PROTECTIVE COATINGS	37,946.44
			GRAFFITI REMOVAL-NOV'11	
			PAINT REIMBURSEMENT-NOV'11	
			SIDEWALK STEAM CLEANING-NOV'11	
			FUEL SURCHARGE-NOV'11	
			BUS SHELTER CLEANING-NOV'11	
			FUEL SURCHARGE-NOV'11	
			STREET SWEEPING-NOV'11	
			FUEL SURCHARGE-NOV'11	

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49078	01/25/12	120106	HEWLETT-PACKARD CO. PRINTER RIBBON-LITTLE BEAR PK	302.91
49079	01/25/12	120106	HUNTINGTON PARK RUBBER ENGRAVED NAMEPLATES-S. BELCHER T. RODRIGUEZ	30.89
49080	01/25/12	120106	INTERWEST CONSULTING GROUP INC PLAN REVIEW SVCS-OCT'11 PC#45488 PLAN REVIEW SVCS-NOV'11 PC#45554,45550,45541	568.03
49081	01/25/12	120106	J.P.M. GLASS CO. SCREENS-5246 FLORENCE AVE #119	346.59
49082	01/25/12	120106	JACKSON ELECTRIC ELECTRICAL SVCS-CITY HALL LIGHT REPAIR	1,509.84
49083	01/25/12	120106	KELDON PAPER COMPANY PAPER-C.CTR	431.20
49084	01/25/12	120106	L.A. COUNTY SHERIFF'S DEPT. INMATE MEAL SVCS-NOV'11	343.75
49085	01/25/12	120106	L.A. METRO AUTO APPRAISERS APPRAISAL FEE-C.CRUZ	95.00
49086	01/25/12	120106	LD PRODUCTS INC. INK CARTRIDGES-BELL P.D.	85.15
49087	01/25/12	120106	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 4911 BELL AVE-R.GONZALEZ	650.00
49088	01/25/12	120106	LEAGUE OF CALIFORNIA CITIES CITY MANAGERS MEETING-2/1-3/12 A.CROCE	595.00
49089	01/25/12	120106	MEDINA CONSTRUCTION LANDSCAPING MAINT-JAN'12 CITY FACILITIES PW/GEN MAINT SVCS-JAN'12 LANDSCAPING MAINT-JAN'12 RIVER BED-GAGE TO LIVE OAK	24,175.00
49090	01/25/12	120106	MENDOZA CONTRACTING VARIOUS REPAIRS-HOUSING REHAB 5246 FLORENCE AVE #119-I.PIMEN REPLACE WATER HEATER 5246 FLORENCE AVE #119-I.PIMEN	8,000.00
49091	01/25/12	120106	NEIL'S STATIONERS	547.45

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			1099/W-2 FORMS & ENVELOPES	
49092	01/25/12	120106	NORMS REFRIGERATION & ICE REFRIGERATOR MAINT-BELL P.D.	213.75
49093	01/25/12	120106	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-NOV'11 LITTLE BEAR PK COPIER MAINT/SUPPLIES-NOV'11 COMMUNITY CENTER COPIER MAINT-BELL P.D./VETS PK COPIER MAINT/SUPPLIES-OCT'11 BELL P.D. COPIER MAINT/SUPPLIES-C.H. 12/1/11-2/29/12 COPIER MAINT/SUPPLIES-C.CTR 12/1/11-11/30/11 COPIER MAINT/USAGE-BELL P.D.	1,221.53
49094	01/25/12	120106	OLDTIMERS FOUNDATION PARATRANSIT SVCS-DEC'11	38,070.20
49095	01/25/12	120106	ORANGE COUNTY SHERIFF'S DEPT TUITON-2/15/12 T.D.& T.R.	66.00
49096	01/25/12	120106	PECKHAM & MCKENNEY CHIEF ADMIN OFFICER SEARCH CHIEF ADMIN OFFICER SEARCH PROFESSIONAL FEE RETAINER	6,852.16
49097	01/25/12	120106	ANNETTE PERETZ MED PREMIUM REIMB-DEC10-JUL11	4,523.20
49098	01/25/12	120106	PLAN REVIEW CONSULTANTS, INC. PLAN REVIEW SVCS PC#45499,45404,45449	1,610.47
49099	01/25/12	120106	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR EQUIPMENT RENTAL-C.CTR	232.07
49100	01/25/12	120106	QUICK DISPENSE MISC SUPPLIES-BELL P.D. MISC SUPPLIES-BELL P.D. MISC SUPPLIES-BELL P.D.	708.50
49101	01/25/12	120106	QUILL CORPORATION OFFICE SUPPLIES-PARKS/REC OFFICE SUPPLIES-BELL P.D. LASER PRINTER-CDBG	670.86
49102	01/25/12	120106	RELIA-TECH MOUSE & KEYBOARD-LB PK	32.61
49103	01/25/12	120106	REPUBLIC ITS INC	9,783.63

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TRAFFIC SIGNAL MAINT-NOV'11 T.S. RESPONSE CALLS-NOV'11	
49104	01/25/12	120106	JOSEFINA RIVAS AEROBICS INST-12/19-30/11 VETS PK & LB PK	156.00
49105	01/25/12	120106	ROSE CLEANERS & LAUNDRY BLANKET/TOWEL CLEANING SVCS BELL P.D.-DEC'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-DEC'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-DEC'11	90.00
49106	01/25/12	120106	SECURITY SIGNAL DEVICES SECURITY ALARM MONITORING 1/1-3/31/12-P.D. STORAGE CCTV SVC CONTRACT 1/1-3/31/12-BELL P.D.	474.60
49107	01/25/12	120106	SO CAL CONSTRUCTION SERVICES HOUSING REHAB SVC-7014 BEAR LEAD/ASBESTOS	10,341.00
49108	01/25/12	120106	SOUTH BAY FOUNDRY, INC STORM DRAIN GRADE CATCH BASIN	239.25
49109	01/25/12	120106	STANLEY PEST CONTROL CO PEST CONTROL-11/11 3700 E. GAGE AVE PEST CONTROL-11/11 6707 BEAR AVE PEST CONTROL-11/11 6326-6330 PINE AVE PEST CONTROL-11/11 6250 PINE AVE PEST CONTROL-11/11 6326-6330 PINE AVE PEST CONTROL-11/11 4357 E. GAGE AVE PEST CONTROL-11/11 6526 WILCOX AVE PEST CONTROL-11/11 5320 GAGE AVE PEST CONTROL-11/11 7100 WALKER AVE PEST CONTROL-12/11 6707 BEAR AVE PEST CONTROL-12/11 6326-6330 PINE AVE PEST CONTROL-12/11 6250 PINE AVE PEST CONTROL-12/11 6326-6330 PINE AVE	544.00

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PEST CONTROL-12/11 4357 E GAGE AVE	
49110	01/25/12	120106	STANLEY PEST CONTROL CO PEST CONTROL-11/11 4400 GAGE AVE PEST CONTROL-11/11 4874 E GAGE AVE PEST CONTROL-12/11 3700 E GAGE AVE PEST CONTROL-12/11 6526 WILCOX AVE PEST CONTROL-12/11 5320 GAGE AVE PEST CONTROL-12/11 7100 WALKER AVE PEST CONTROL-12/11 4400 GAGE AVE PEST CONTROL-12/11 4874 E GAGE AVE	324.00
49111	01/25/12	120106	STATEWIDE TRANSCRIPTION SVCS TRANSCRIPTION SVCS-R.C./S.C.	96.25
49112	01/25/12	120106	WILLIAM C. STATLER GEN OBLIGATION BOND PLAN	4,750.00
49113	01/25/12	120106	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-FEB'12 C.H.	391.50
49114	01/25/12	120106	TRANSTECH PLAN CHECK SVCS PC#45439,45460 PLAN CHECK SVCS PC#45508,45512 PLAN CHECK SVCS PC#45563,45564	5,047.37
49115	01/25/12	120106	U.S. HEALTH WORKS OFFICE PHYSICAL#141-026118 SB OFFICE PHYSICAL#151-360960-NM BLOOD ALCOHOL/DR#11-4337 DM BLOOD ALCOHOL DR#11-4339 HJH BLOOD ALCOHOL DR#11-4356 RT	179.00
49116	01/25/12	120106	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-NOV'11 UNDERGROUND FAX NOTIES-JAN'12	39.00
49117	01/25/12	120106	UNIFIED TRANSLATION SERVICES INTERPRETING SERVICES-1/4/12	200.00
49118	01/25/12	120106	US BANK ADMIN FEES-9/1/11-8/31/12 COB GO (ELECTION OF 03) 07	4,400.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ADMIN FEES-11/1/11-10/31/12 COMM HA LEASE REV REF BDS 05 ADMIN FEES-12/1/11-11/30/12 GO 2004	
49119	01/25/12	120106	WELLS LOCK & KEY KEY-D.K. SVC CALL & BOLT TAIL PIECE REAR DOOR @ CITY YARD GATE REMOTE CONTROL KEY-BELL P.D. KEYS	89.75
TOTAL	95 CHECKS			470,729.58
*W0000658	01/13/12	120107	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAY-1/6/12 (1-2012-3)	60,115.88
W0000659	01/19/12	120107	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 1/20/12	232,165.14
W0000660	01/25/12	120107	US BANK DEBT SVC PYMT-2004 GOB	320,959.38
W0000661	01/25/12	120107	US BANK DEBT SVC PYMT-2007 GOB	859,125.00
W0000662	01/25/12	120107	US BANK DEBT SVC PYMT-BPFA 05 TAXABLE PENSION REVENUE BOND	172,141.00
TOTAL	5 WIRES			1,644,506.40
TOTAL				2,115,235.98

CRA-
Community Redevelopment Agency

Warrants for

January 25, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5476	01/25/12	120115	VOID TEST PRINT	0.00
5477	01/25/12	120115	VOID TEST PRINT	0.00
5478	01/25/12	120115	US BANK ADMIN FEES-11/1/11-10/31/12 CRA PROJ AREA TAX 03 DEBT SVC	2,200.00
TOTAL	3 CHECKS			2,200.00

BCHA 1-
Bell Community Housing Authority

Warrants for

January 25, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1680	01/20/12	120124	VOID PRINT ERROR	0.00
1681	01/20/12	120124	VOID PRINT ERROR	0.00
1682	01/20/12	120124	VOID TEST PRINT	0.00
1683	01/20/12	120124	VOID TEST PRINT	0.00
1684	01/20/12	120124	THE GAS COMPANY GAS BILLING-11/4-12/7/11 6304 KING AVE-BCHA	28.88
1685	01/20/12	120124	GOLDEN STATE WATER COMPANY WATER BILLING-11/28-12/27/11 6327 PINE AVE-BCHA WATER BILLING-11/21-12/20/11 6712-18 OTIS AVE-BCHA WATER BILLING-11/23-12/22/11 6419 PROSPECT AVE-BCHA	747.92
1686	01/20/12	120124	MAYWOOD MUTUAL WATER CO WATER BILLING-10/20-12/16/11 5107 FILMORE ST-BCHA WATER BILLING-10/19-12/15/11 6304 KING AVE-BCHA	193.38
1687	01/20/12	120124	TRACT 180 WATER COMPANY WATER BILLING-11/1-12/31/11 4738 FLORENCE AVE	20.54
1696	01/25/12	120125	JAVIER CASTILLO GARDENING SVCS-NOV'11 VARIOUS LOCATIONS	1,035.00
1697	01/25/12	120125	DUNN-EDWARDS CORP. PAINT SUPPLIES-BCHA PAINT SUPPLIES-BCHA	197.41
1698	01/25/12	120125	MARICELA SALGADO/ERICK FLORES REFUND-SECURITY DEPOSIT 6419 PROSPECT AVE #E	825.00
TOTAL		11 CHECKS		3,048.13

BCHA 2-
Bell Community Housing Authority

Warrants for

January 25, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1688	01/20/12	120134	AT&T TELEPHONE BILLING-12/4-1/3 BMHP	183.83
1689	01/20/12	120134	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-JAN'12 4874 GAGE AVE-BMHP	2,786.66
1690	01/20/12	120134	L.A. COUNTY ANNUAL HEALTH PERMIT-FVMHP	379.00
1691	01/20/12	120134	THE GAS COMPANY GAS BILLING-12/8/11-1/10/12 4874 GAGE AVE-BMHP	1,180.76
1692	01/20/12	120134	GOLDEN STATE WATER COMPANY WATER BILLING-11/22-12/22/11 4874 GAGE AVE-BMHP	4,626.23
1693	01/20/12	120134	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/3-1/4/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-12/3-1/4/12 4874 GAGE AVE-BMHP	5,543.74
1694	01/20/12	120134	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/1-30/11 5162 FLORENCE AVE-FVMHP	6,106.69
1695	01/20/12	120134	TRACT 180 WATER COMPANY WATER BILLING-11/1-12/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-11/1-12/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-11/1-12/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-11/1-12/31/11 5162 FLORENCE AVE-FVMHP WATER BILLING-11/1-12/31/11 5162 FLORENCE AVE-FVMHP WATER BILLING-11/1-12/31/11 5220 FLORENCE AVE-FVMHP	5,233.94
* 1699	01/25/12	120135	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-BMHP	237.62
1700	01/25/12	120135	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-1/1-31/12 FLORENCE VILLAGE MHP	5,400.00
1701	01/25/12	120135	FIRST CHOICE MISC SUPPLIES-BMHP	119.01
1702	01/25/12	120135	BETSY GARCIA	585.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MANAGEMENT SVCS-JAN'12 BMHP	
1703	01/25/12	120135	LEOPOLDO MALPICA REFUND-CLUBHOUSE DEPOSIT 11/26/11 BMHP	25.00
1704	01/25/12	120135	MEDINA CONSTRUCTION BATHROOM REPAIRS-BMHP BATHROOM REMOLDING-BMHP	57,259.00
1705	01/25/12	120135	METERMAN SERVICES, INC METER READING-DEC'11 5162 FLORENCE AVE-FVMHP METER READING-DEC'11PTION 4874 GAGE AVE-BMHP	814.75
1706	01/25/12	120135	PACIFIC STATES UTILITY COMPANY REPAIRS & MATERIALS-BMHP	133.00
TOTAL	16 CHECKS			90,614.23

City Of Bell
Agenda Report

DATE: January 17, 2012

TO: Mayor and Members of the City Council

FROM: Interim Chief of Police Steve Belcher

APPROVED BY: Arne Croce by Pat Healy
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Vehicle replacement/purchase

Recommendation

The City Council pass a resolution authorizing the Interim Chief Administrative Officer to purchase two replacement, marked, police patrol vehicles and transfer the necessary funds to accomplish the purchase. The Police Department's Federal asset forfeiture funds will be used to replace the two police units. The funds, less the insurance deductible, will be reimbursed by the city's insurance company and returned to the asset forfeiture fund account upon insurance payment.

Background:
On 11-24-11, two Bell Police vehicles were involved in a traffic collision while responding to an occupied stolen vehicle. The two vehicles were a 2003 Chevrolet Tahoe and a 2008 Dodge Charger. Both police vehicles were declared a total loss by the city's insurance, Mc Larens Young International. The city's coverage includes "replacement value".

Discussion:
In communications with Mc Larens Young International, the city's coverage allows the following:

1) We can purchase two new "like" vehicles, a 2012 Chevy Police Tahoe and a 2012 Dodge Police Charger.
2) The company will pay for all equipment transfer by North Star Graphics.
3) Any non-compatible equipment that cannot be adapted from the old vehicle to the new vehicle will be replaced with similar equipment.
4) Any equipment damaged from the collision will be replaced with new "like" equipment.
5) The graphics on the new vehicles will be covered.

The insurance company estimates six to eight weeks for payment, after the bills are submitted. The car dealerships require immediate payment for delivery so temporary use of the federal asset forfeiture funds is required, until reimbursed by the insurance company.

The Finance Department confirmed the asset forfeiture account on 1-12-12 and found sufficient funds for this request. Asset Forfeiture funds can only be used for police purposes and are derived from the court ordered forfeiture of assets as a result of criminal cases.

The quotes for the 2012 police units were obtained through the State approved vendor contract for emergency vehicles. They are as follows:

1) Wondries fleet group: 2012 Chevrolet Tahoe police: $32,295.54
2) Mc Peek Dodge: 2012 Dodge Charger police $26,850.42

Total: $59,145.96

The city will be responsible for the $5,000 deductible, $751.22 salvage value on the Tahoe, and $901.22 salvage value on the Charger; for a total of $6, 652.44. All other expenses ($52,493.52) will be reimbursed by the insurance company and returned to the asset forfeiture account. When the damaged units are actually salvaged, possibly for more than the insurance company's estimate, additional costs may also be recovered.

The vendor that does the emergency equipment change over will bill the insurance company directly, so no temporary use of funds are required.

Attached to this report is the email confirming the coverage from the insurance company and the quotes for the actual costs of the base vehicles.

Steve Belcher VIA ALBERT RUSAS
Interim Chief of Police SERGEANT ON DUTY 1-20-12

Prepared by:

Steve Finkelstein
Captain

Anita Lawrence
Interim Finance Director

RESOLUTION NO. 2012-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, AUTHORIZING THE ICAO TO PURCHASE TWO MARKED, POLICE PATROL VEHICLES AND TRANSFER THE NECESSARY FUNDS TO ACCOMPLISH THE PURCHASE.

WHEREAS, there is a need to replace two police vehicles.

WHEREAS, the purchase price, less the deductible and salvage value, will be reimbursed by the city's insurance carrier.

WHEREAS, The Police Department's Federal asset forfeiture funds will be the funding source to replace the two police units.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELL, AS FOLLOWS:

SECTION 1 The City Council authorizes the ICAO to transfer funds from the Police Department's asset seizure fund account to purchase two replacement Police vehicles. Once the city is reimbursed for the cost of the vehicles from the City's insurance provider and any salvage value, the balance of the funds shall be returned to the Police Department's asset seizure fund account.

SECTION 2 The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 25th day of January, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____

City Attorney

City of Bell
Agenda Report

TO: Mayor and Council Members

FROM: Terry Rodrigue, City Engineer

APPROVED BY: Arne Croce by Pat Kelly
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approval of Plans and Authorization to Advertise for Construction Bids, the Florence Avenue Street Rehabilitation Project

RECOMMENDATION:
Staff recommends that the City Council (1) approve plans and (2) authorize the City Engineer to advertise for pubic construction bids, the Florence Avenue Street Rehabilitation Project (Walker Avenue to I-710 Freeway) Contract No. STPL 5272 (011).

BACKGROUND:

The Florence Avenue Street Rehabilitation Project will provide for street and sidewalk improvements to the east and west bound lanes on Florence Avenue from Walker Avenue to the I-710 Freeway. The scope of work includes asphalt concrete pavement removal, new concrete pavement placement, new curb gutter, sidewalk repair, new driveway approaches and new handicap ramps. Project plans, specifications and estimates were completed by RSCC Engineering, submitted to Caltrans for review and recently approved. The City may now proceed with advertising the project for construction bids.

Since this project is partially funded with federal money from the Surface Transportation Local (STPL) Program, there are additional requirements and procedures in the plan preparation and bidding process that the City must follow in order for project costs to be eligible for reimbursement. These additional requirements are established and administered by the California Department of Transportation (Caltrans) on behalf of the federal government. In contrast, projects funded with local money are not subject to these additional steps and can generally be completed in a shorter timeframe. Below is a chronology for the Florence Avenue Project.

Project Chronology and Schedule:

- July 2011: Project is approved in the 2011 – 2012 City of Bell Capital Improvement Program and Budget

- August 2011: RSCC Engineering authorized to proceed with the design of roadway improvements.

- November 2011: Plans, Specifications, and Estimate submitted to Caltrans. Caltrans approval required before the project can be advertised for bids.

- December 2011: Caltrans, Federal-Aid Program, issued Authorization Agreement (E-76) and approved project for advertisement of construction bids on December 23

- January 2012: Council approves and authorizes the advertising of the project on January 25

- February 2012: Advertisement of project for construction bids and public bid opening on February 21

- March 2012: Award of construction contract on March 7

- March 2012: Preconstruction meeting with contractor, utility representatives and city staff to review schedule, traffic control plans and sequence of work on March 28

- April 2012: Estimated start of construction April 9

- May 2012: Estimated completion of construction May 18. Construction contract stipulates 30 working days for the project.

- June 2012: Anticipated final project close-out, completion of Caltrans required documentation.

- September 2012: Anticipated date of final reimbursement through the STPL Program

FISCAL IMPACT:

The Project is funded by $275,000 from Surface Transportation Program local (STPL) and $30,000 from Prop C (Fund 68).

The Project Budget summary is provided in the table below.

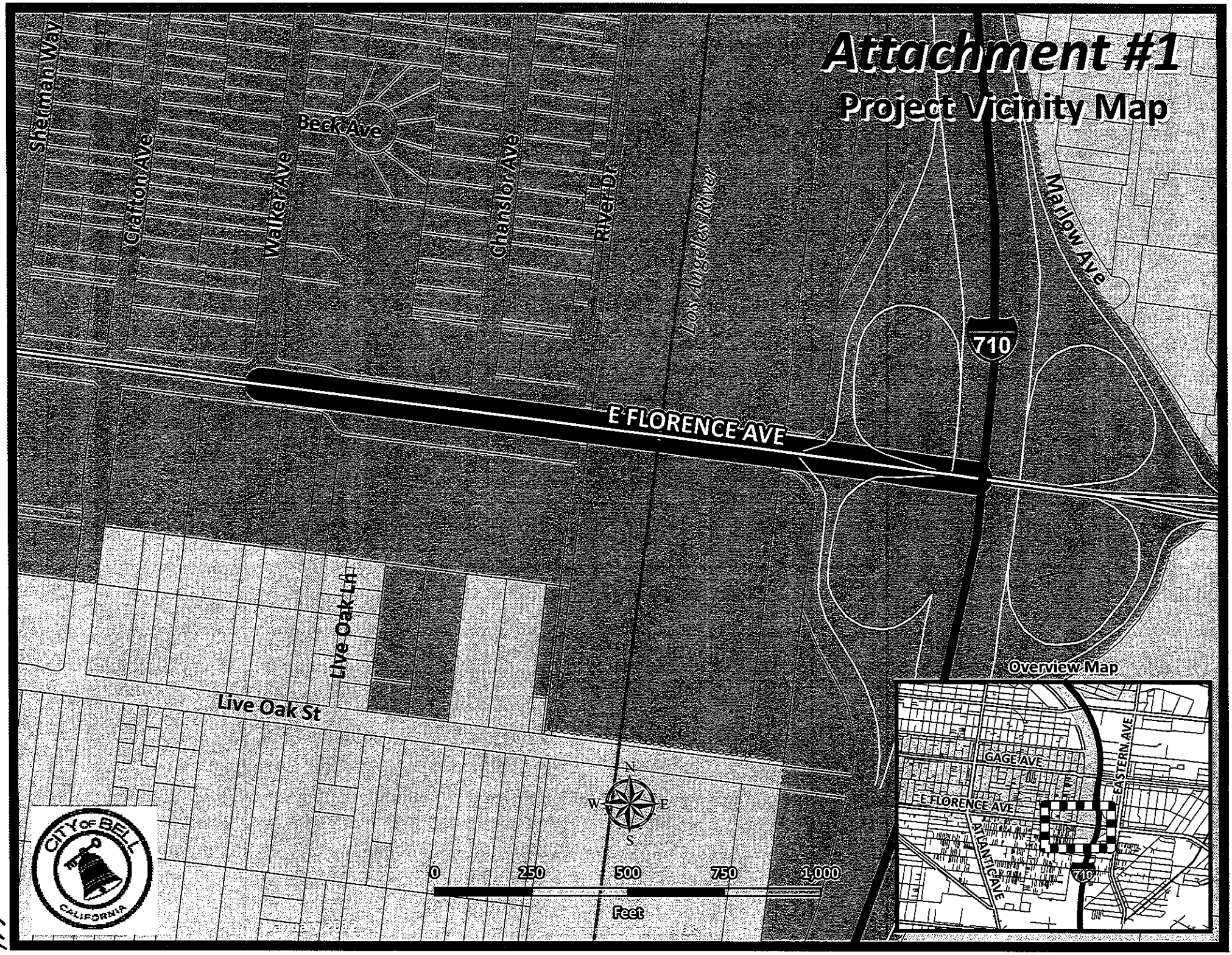
Prop C (Fund 68)	$30,000
STPL Contract No. 5272 (011)	$275,000
Total Project Budget	**$305,000**

ATTACHMENTS:

1. Project Vicinity Map
2. Project Plans

Attachment #1

Project Vicinity Map



CITY OF BELL

FLORENCE AVE. STREET REHABILITATION PROJECT

(FROM WILCOX AVE. TO WALKER AVE.)

PROJECT No. 32-525-7006-0925

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("SPECIFICATIONS") 2009 EDITION, AND AMERICAN PUBLIC WORKS ASSOCIATION STD. PLANS, 2009 EDITION AND CURRENT AMENDMENTS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO STARTING ANY WORK; TELEPHONE NUMBER (323) 588-6211, EXT. 220.
3. THESE PLANS ARE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACTUAL AGREEMENT.
4. NO REVISION SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER.
5. THE CONTRACTOR SHALL APPLY FOR ALL NECESSARY CONSTRUCTION PERMITS FOR ALL WORK AS SHOWN ON THESE PLANS FROM THE CITY OF BELL.
6. ANY CONTRACTOR PERFORMING WORK AS INDICATED HEREON FOR THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
7. THE CONTRACTORS ATTENTION IS EXPRESSLY DIRECTED TO ALL THE REQUIREMENTS AND PROVISIONS OF THE STATE OF CALIFORNIA SAFETY REGULATIONS. CONFORMANCE THERETO SHALL BE STRICTLY ENFORCED DURING THE ENTIRE LIFE OF THE CONTRACT.
8. THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EARTH EXCAVATION OUTSIDE OF THE PROJECT AREA UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. ALL AC AND CONCRETE REMOVALS SHALL BE DISPOSED OF OFF-SITE.
9. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE BEFORE COMMENCING ANY PORTION OF THE WORK; COMPARE ACTUAL CONDITIONS WITH DRAWINGS TO ASCERTAIN CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED; CHECK AND CONFIRM LOCATION OF EXISTING STRUCTURES, EQUIPMENT AND UTILITIES WHICH MAY AFFECT WORK. COMMENCEMENT OF WORK SHAL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE CITY ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
10. THE CONTRACTOR SHALL ENACT ALL MEASURES TO PROTECT AND SAFEGUARD WORKERS AND THE GENERAL PUBLIC FROM INJURY DURING THE ENTIRE TIME OF CONSTRUCTION; MAINTAIN THE JOB SITE IN A ORDERLY, CLEAN MANNER THROUGHOUT THE COURSE OF WORK AND NOT BLOCK LEGAL EXITS OR ENTRANCES; LEAVE WORK AREA CLEAN, FREE OF DEBRIS AT THE END OF EACH DAY; AND COMPLY WITH ALL APPLICABLE CODES.
11. ALL CONCRETE AND ASPHALT CONCRETE PAVEMENT TO BE REMOVED SHALL BE REMOVED UTILIZING A SAW CUT (MINIMUM CUT DEPTH 1 1/2" AND/OR OTHER METHODS AS APPROVED BY THE CITY ENGINEER.
12. THE CONTRACTOR SHALL ADJUST ALL UTILITY VALVE BOXES, MANHOLES, ETC. TO GRADE UPON COMPLETION OF PAVING. CONCRETE PAVEMENT SHALL BE USED TO PATCH AROUND RAISED UTILITIES IN CONCRETE STREETS; ASPHALT CONCRETE PAVEMENT IN ASPHALT CONCRETE STREETS.
13. THE CONTRACTOR SHALL REPLACE IN KIND, TO THE SATISFACTION OF THE CITY ENGINEER, ANY PAVING, CURB AND GUTTER OR OTHER IMPROVEMENTS CUT, REMOVED, OR DAMAGED IN CONJUNCTION WITH THIS PROJECT.
14. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE CITY ENGINEER AND THEIR REPRESENTATIVE, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE CITY ENGINEER.
15. THE CONTRACTOR SHALL PROVIDE DUST CONTROL AND TRAFFIC CONTROL AT ALL TIMES TO THE SATISFACTION OF THE CITY ENGINEER AND SHALL BE IN COMPLIANCE WITH SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (A.Q.M.D.) RULE 403 FOR MITIGATING DUST CONTROL.
16. BARRICADES WITH FLASHING LIGHTS ARE TO BE MAINTAINED ON ALL OBSTRUCTIONS WITHIN EXISTING STREET RIGHT-OF-WAYS AT ALL TIMES. CONSTRUCTION WARNING SIGNS AND FLAGMEN ARE TO BE PRESENT AT THE JOB SITE.
17. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE INCURRED DUE TO ITS OPERATION.
18. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (800) 422-4133 TWO (2) DAYS PRIOR TO BEGINNING WORK.
19. ABBREVIATIONS INDICATED ON THE PLANS SHALL BE IN ACCORDANCE WITH SECTION 1-3 OF THE "SPECIFICATIONS".
20. CIRCLED NUMBERS (FOR EXAMPLE ①) REFER TO CONSTRUCTION LEGEND NUMBERS.

NOTICE TO CONTRACTOR(S)

1. ALL AVAILABLE RECORDS FROM THE CITY AND UTILITY COMPANIES INVOLVED HAVE BEEN INVESTIGATED AND ALL KNOWN UTILITY CONDUITS AND SUBSTRUCTURES ARE SHOWN HEREON. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITY CONDUITS AND SUBSTRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR AND/OR REPLACEMENT OF SAID UTILITY CONDUITS AND SUBSTRUCTURES DAMAGED BY HIS OPERATION IN CONNECTION WITH THE LIMITS OF THIS PROJECT.
2. EXISTING UTILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED. RELOCATION OR REMOVAL OF ANY EXISTING UTILITIES NOT COVERED BY THESE PLANS SHALL BE PERFORMED BY OR UNDER THE DIRECTION OF THE RESPECTIVE UTILITY OWNERS AT THE EXPENSE OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL, IF ANY, EXISTING SURVEY MONUMENTS.
4. THE CONTRACTOR SHALL POSSESS A VALID STATE CONTRACTOR'S LICENSE AND SHALL BE REQUIRED TO POSSESS A VALID CITY BUSINESS LICENSE WHILE PERFORMING WORK ON THIS PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK COVERED BY THESE PLANS.
6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE ENGINEER.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S)

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE U.S. DEPARTMENT OF LABOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS."

THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS' AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS."

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

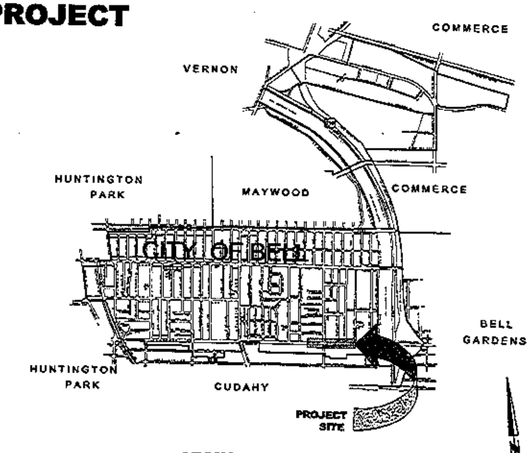
LIST OF STANDARD DRAWINGS

- STANDARD PLANS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS, JULY 2006 (STATE OF CALIFORNIA).
- STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - 2009 EDITION AMERICAN PUBLIC WORKS ASSOCIATION-SOUTHERN CALIFORNIA CHAPTER.

TITLE	PLAN No.
100-1	DRIVEWAY APPROACHES
111-2	CURB RAMP
112-1	CURB AND SIDEWALK JOINTS
113-1	SIDEWALK AND DRIVEWAY REPLACEMENT
120-1	CURB AND GUTTER - BARRIER
300-2	CURB OPENING CATCH BASIN
302-2	CURB OPENING CATCH BASIN WITH GRATING(S)
313-2	LOCAL DEPRESSIONS AT CATCH BASINS

CONTRUCTION NOTES:

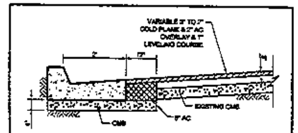
1. COLD MILL 3-INCH TO 2-INCH VARIABLE THICKNESS AC PAVEMENT.
2. CONSTRUCT 2-INCH THICK PAVEMENT ARHM GG-C (PG 64-10) OVER 1 INCH LEVELING COURSE D1 (PG 64-10)
3. REMOVE 8-INCH OF EXISTING PAVEMENT AND REPLACE WITH 4-INCH OF AC B (PG 64-10) BASE COURSE.
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
5. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD PLAN 110-2.
6. REMOVE, DISPOSE EXISTING AND CONSTRUCT 8-INCH PCC CURB & 24 INCH GUTTER PER APWA STD PLAN 120-1.
7. REMOVE AND REPLACE MANHOLE FRAME & COVER LOCKING TYPE PER APWA 210-3, "RADIAL BLOCK TREO" PATTERN MARKED "S" FOR SEWER AND ADJUST TO GRADE. (SEE NOTE TO CONTRACTOR 2 ON SHEET 2 OF 3)
8. ADJUST WATER/ GAS VALVE WATER METER BOX TO GRADE.
9. TO BE ADJUSTED BY OTHERS, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY.
10. PROTECT IN PLACE.
11. CONSTRUCT PCC BUS PAD PER APWA STD PLAN 131-2.
12. REMOVE EXISTING AND CONSTRUCT 6-INCH THICK PCC SIDEWALK, PER APWA STD PLAN 113-2.
13. ADJUST TO GRADE SEWER MANHOLE PER APWA STD PLAN 205-2.



VICINITY MAP

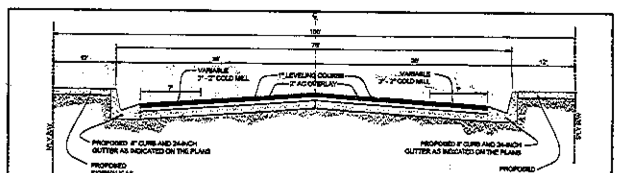
NOT TO SCALE

NOT TO SCALE



CURB AND GUTTER DETAIL

N.T.S



FLORENCE AVE. TYPICAL SECTION

(FROM WILCOX AVE. TO WALKER AVE.)

N.T.S.

PROJECT CONTACTS

WATER: SOUTHERN CALIFORNIA WATER COMPANY
12035 S. BURKE STREET, SUITE 1
SANTA FE SPRINGS, CA 90670
(562) 907-9200, EXT 417
(562) 907-7060 FAX
CONTACT: KEITH McCOY

TRACK 180 WATER COMPANY
4544 FLORENCE AVE.
CUDAHY, CA 90201
(323) 771-6882, EXT 417
(323) 771-4185 FAX
CONTACT: JESSIE BARRERAS

GAS: SOUTHERN CALIFORNIA GAS COMPANY
701 N. BULLIS ROAD
COMPTON, CA 90221-2253
(310) 687-2021
(310) 605-7968 Fax
(310) 388-4152 Pg.
CONTACT: GAIL ETHERLY

ELECTRICITY: SOUTHERN CALIFORNIA EDISON COMPANY
1924 CASHDAN ST.
COMPTON, CA 90220
(310) 608-5103
(310) 608-5033 FAX
CONTACT: MIKE FRAZER

TELEPHONE: AT&T CALIFORNIA
100 N. STONEMAN AVE.
ALHAMBRA, CA 91801
(626) 308-4042
(626) 576-7167 FAX
CONTACT: ALAN SETTLES

TV CABLE: TIME WARNER CABLE
14238 LAKEWOOD BLVD.
BELLFLOWER, CA 90706
(562) 259-2059
(562) 259-2190 FAX
CONTACT: GENE HARRIGAN

STORM DRAIN: CITY SEWER: CITY OF BELL
6330 PINE AVENUE
BELL, CA 90201-1291
(323) 353-0768
(323) 771-9473 FAX
CONTACT: LUIS MEDINA

INDEX TO DRAWINGS

1 OF 3........TITLE SHEET.
2 OF 3........FLORENCE AVE. STREET REHABILITATION (FROM WILCOX AVE. TO WALKER AVE.).
3 OF 3........STRIPING PLAN.

DIGALERT
Call Toll Free 1-800-227-2600
2 Working Days Before You Dig

(Seal: REGISTERED PROFESSIONAL ENGINEER, CARLOS H. ALVARADO, No. 19657, Exp. 9/30/11, CIVIL, STATE OF CALIFORNIA) [signature]

REVISIONS				REFERENCES
NUMBER	DATE	DETAILS	APPVD.	

RSCC Engineering, INC.
15800 E. EDNA PLACE, SUITE 103
IRWINDALE, CALIFORNIA 91706
TELEPHONE (626) 960-1589
FAX (626) 960-9602

DRAWN BY:
DRAWN BY:
CHECKED BY:

CITY OF BELL
APPROVED BY: [signature]
CARLOS ALVARADO, RCE 19657
CITY ENGINEER
DATE: 11/30/10

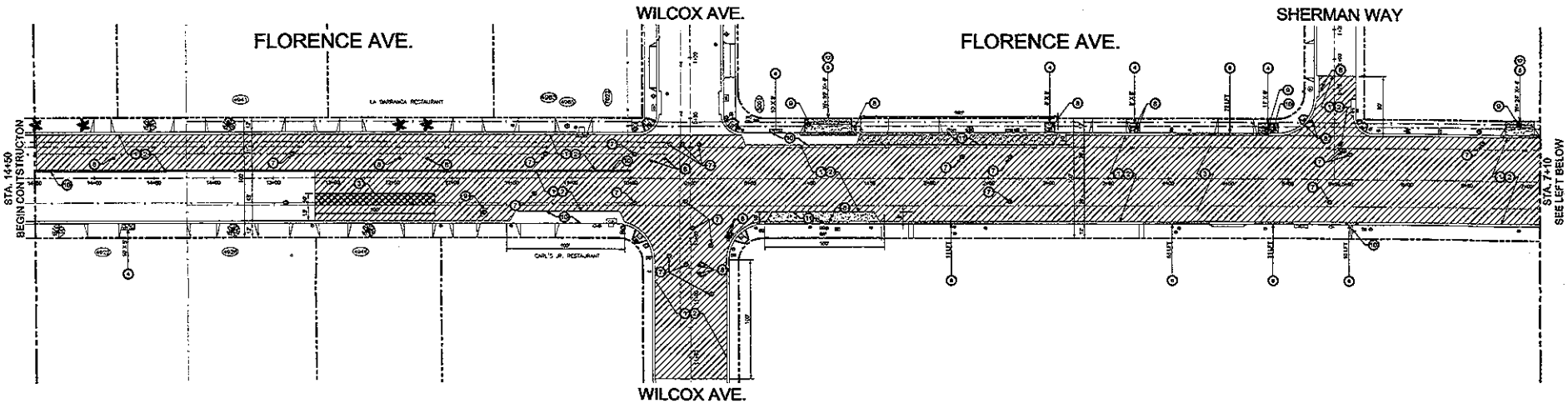
FLORENCE AVE. STREET REHABILITATION PROJECT
(FROM WILCOX AVE. TO WALKER AVE.)

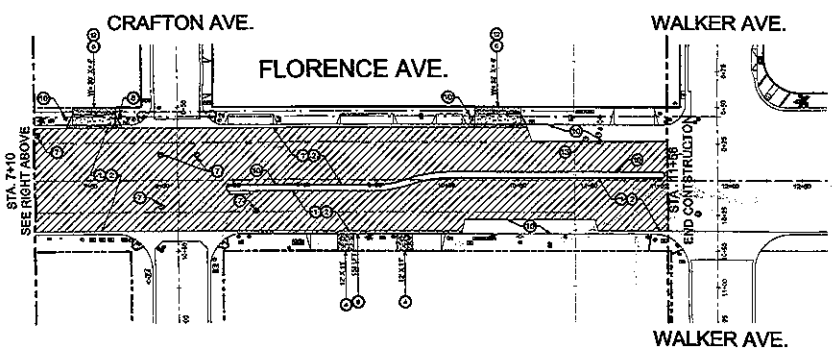
TITLE SHEET

CITY OF BELL

1 OF 3

65





CONTRUCTION NOTES:

1. COLD MILL 3-INCH TO 2-INCH VARIABLE THICKNESS AC PAVEMENT.
2. CONSTRUCT 2-INCH THICK PAVEMENT ARHM GG-C (PG 64-16) OVER 1 INCH LEVELING COURSE D1 (PG 64-10)
3. REMOVE 6-INCH OF EXISTING PAVEMENT AND REPLACE WITH 4-INCH OF AC B (PG 64-10) BASE COURSE.
4. REMOVE EXISTING AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER APWA STD PLAN 113-2.
5. REMOVE EXISTING AND CONSTRUCT PCC DRIVEWAY APPROACH PER APWA STD PLAN 110-2.
6. REMOVE, DISPOSE EXISTING AND CONSTRUCT 8-INCH PCC CURB & 24 INCH GUTTER PER APWA STD PLAN 120-1.
7. REMOVE AND REPLACE MANHOLE FRAME & COVER LOCKING TYPE PER APWA 210-3. "RADIAL BLOCK TREO" PATTERN MARKED "S" FOR SEWER AND ADJUST TO GRADE. (SEE NOTE TO CONTRACTOR 2 BELOW)
8. ADJUST WATER/ GAS VALVE WATER METER BOX TO GRADE.
9. TO BE ADJUSTED BY OTHERS, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY.
10. PROTECT IN PLACE.
11. CONSTRUCT PCC BUS PAD PER APWA STD PLAN 131-2.
12. REMOVE EXISTING AND CONSTRUCT 6-INCH THICK PCC SIDEWALK PER APWA STD PLAN 113-2.
13. ADJUST TO GRADE SEWER MANHOLE PER APWA STD PLAN 205-2.

DIGALERT
Call Toll Free
1-800-227-2600
2 Working Days Before You Dig

LEGEND

- PROPOSED AC OVERLAY
- PROPOSED AC PATCH
- PROPOSED PCC AREAS
- WATER VALVE
- GAS VALVE
- WATER METER PULLBOX
- ELECTRIC METER BOX
- POWER POLE
- SEWER MANHOLE
- ADDRESS

NOTE TO CONTRACTOR
FOR CONSTRUCTION OF IMPROVEMENTS

1. THE CITY WILL LAYOUT THE PRECISE LOCATION OF ALL CONCRETE REMOVALS AND OTHER IMPROVEMENTS SHOWN ON THE PLANS. THESE IMPROVEMENTS AS SHOWN MAY VARY SLIGHTLY AS TO LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND QUANTITIES AS MARKED OUT BY THE CITY.
2. THE REPLACEMENT OF SEVEN (7) MANHOLE FRAME & COVER WILL BE SHOWN IN THE FIELD BY THE PUBLIC WORKS INSPECTOR.

REVISIONS				REFERENCES
NUMBER	DATE	DESCRIPTION	APPVD.	

RSCC Engineering, INC.
13836 E. EDNA PLACE SUITE 105
IRWINDALE, CALIFORNIA 91706
TELEPHONE (626) 960-1886
FAX (626) 960-9002

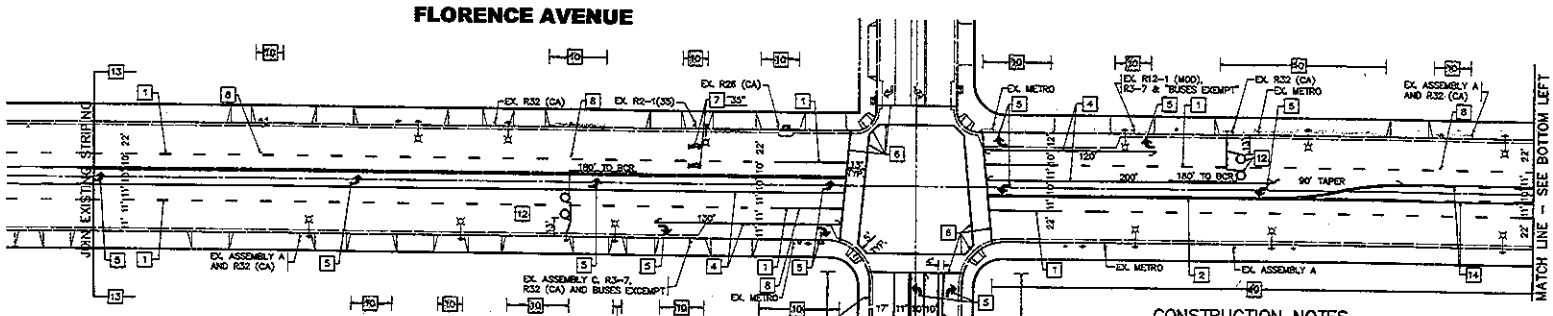
CITY OF BELL
APPROVED BY :
CARLOS ALVARADO, RCE 19837
CITY ENGINEER
DATE: 11/30/10

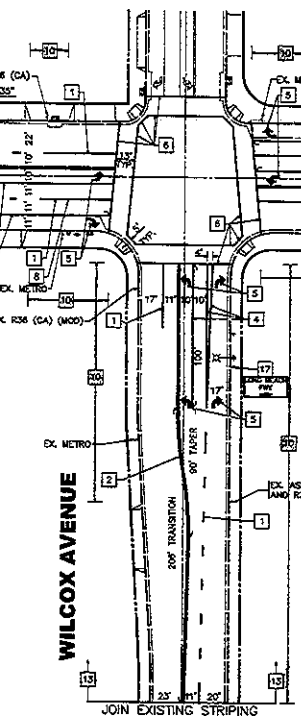
FLORENCE AVE.
STREET REHABILITION PROJECT
(FROM WILCOX AVE. TO WALKER AVE.)

CITY OF BELL

SHEET 2 OF 3

66





GENERAL NOTES

1. All striping and pavement markings shall be the responsibility of the CONTRACTOR and shall conform to Section 84 and 85 of the latest edition of the Caltrans Standard Specifications and the appropriate details in the Caltrans Standard Plans.
2. For all references to details or figures shown hereon, refer to the latest edition of the Caltrans Standard Plans A20A – A20D and A24A – A24E.
3. All lane striping at intersection approaches without crosswalks or limit lines shall end 10 feet from the extension of the intersecting curb line.
4. Lane widths shall be measured between the center lines of each adjacent single or double stripe or top of curb as appropriate.
5. All lane lines at intersection approaches and departures shall begin and end with 50 feet of continuous raised pavement markers.
6. All curb markings shall be re-painted with 2 coats of paint.
7. Paint shall be applied under suitable weather conditions and per the paint manufacturers label recommendations for pavement and ambient temperature requirements. Paint shall not be applied if rain is forecasted within 24 hours.
8. Thinning of paint shall not be allowed.
9. All striping shall include raised pavement markers (RPMs) per the appropriate Caltrans Standard Plans details.
10. Raised pavement markers (RPMs) shall be ceramic or ABS (Acrylonitrile-Butadiene-Styrene) plastic. Approved RPM types are as follows:

    a) Type A and AY ceramic – four inch diameter (4") (white or yellow);
    b) 1 – or 2-way reflective ABS – four inches by four inches (4" x 4") Square.

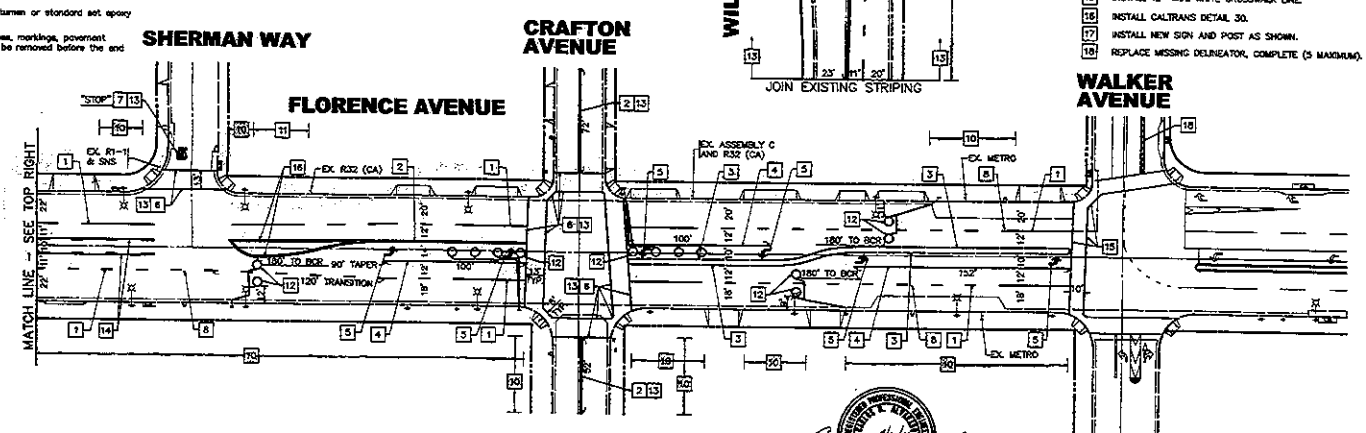
    Minimum RPM thickness shall be 15 mills.
    RPMs shall be affixed with machined applied hot bitumen or standard set epoxy (part A and B).
11. CONTRACTOR shall remove all conflicting painted lines, markings, pavement legends by sandblasting. Sandblasting debris shall be removed before the end of each work day.
12. The CONTRACTOR shall obtain approval from the City Engineer on the cat track layout before the start of any striping details.
13. The CONTRACTOR shall notify the City Engineer upon the completion of striping and signing.
14. Section 84-3.02 "Materials" of the latest edition of the Caltrans Standard Specifications is amended to read as follows:

    Paint for traffic stripes shall conform to the following Caltrans Specifications:

    Rapid Dry Water-borne, white and yellow 8010-42L-30 or 8010-61G-10 (low VOC (Volatile Organic Compound) and lead-based paints are prohibited).

    Glass beads shall conform to Caltrans Standard Specifications No. 8010-51J-22 (Type I – Moisture Proof).

    Copies of the latest edition of the Caltrans Standard Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819: (916) 739-2400.
15. The CONTRACTOR shall re-paint all curb markings as shown on the plan. All conflicting curb markings shall be sandblasted.
16. All crosswalks, limit lines and pavement markings shall be thermoplastic.
17. All new signs shall be standard size with diamond grade sheeting and graffiti film.
18. Existing equipment not to be reused shall be salvaged and delivered to the City of Bell maintenance yard by the CONTRACTOR.



CONSTRUCTION NOTES

1. INSTALL CALTRANS DETAIL 10 WITH 50' LONG BREAK LINES AT INTERSECTION.
2. INSTALL CALTRANS DETAIL 23.
3. INSTALL CALTRANS DETAIL 26.
4. INSTALL CALTRANS DETAIL 38C.
5. INSTALL CALTRANS TYPE IV(LT/RT) ARROW.
6. INSTALL 12" WIDE YELLOW CROSSWALK LINE.
7. INSTALL PAVEMENT MARKING AS SHOWN.
8. INSTALL BLUE REFLECTIVE RAISED MARKER.
9. INSTALL SIGN(S) ON EXISTING POST AS SHOWN.
10. REMOVE EXISTING RED CURB BY WET SANDBLASTING. INSTALL RED CURB WITH TWO COATS OF PAINT AS SHOWN.
11. REMOVE EXISTING GREEN CURB BY WET SANDBLASTING. INSTALL GREEN CURB WITH TWO COATS OF PAINT AS SHOWN.
12. INSTALL 6' DIAMETER TYPE E INDUCTIVE LOOP. (PAVMENT UNDER BID ITEM No. 18).
13. REMOVE CONFLICTING STRIPING BY WET SANDBLASTING.
14. INSTALL CALTRANS DETAIL 33.
15. INSTALL 12" WIDE WHITE CROSSWALK LINE.
16. INSTALL CALTRANS DETAIL 30.
17. INSTALL NEW SIGN AND POST AS SHOWN.
18. REPLACE MISSING DELINEATOR, COMPLETE (5 MAXIMUM).

REVISIONS				
NUMBER	DATE	REMARKS		APPVD.

REFERENCES

D & J ENGINEERING
21800 OATHEY CENTER DR. SUITE 110
DIAMOND BAR, CALIFORNIA 91765
TELEPHONE (909) 396-9994
FAX (909) 396-7634

RSCC Engineering, INC.
17855 E. EVAN PLACE, SUITE 100
AZUSA, CALIFORNIA 91702
TELEPHONE (626) 960-1669
FAX (626) 960-8002

DESIGN BY : JL	OCTOBER 2010
DRAWN BY : JL	OCTOBER 2010
CHECKED BY: CA	OCTOBER 2010
DRAWING FILE: ST FLORENCE	

CITY OF BELL
APPROVED BY :
CARLOS ALVARADO, RCE 19857
CITY ENGINEER
DATE: 11/30/10

FLORENCE AVENUE REHABILITATION PROJECT
WILCOX AVENUE TO WALKER AVENUE

SIGNING AND STRIPING PLAN

CITY OF BELL

SHEET 3 OF 3

10-4-10

City of Bell
Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue, City Engineer

APPROVED BY: Arne Croce
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approve resolution adopting the Disadvantaged Business Enterprise (DBE) goal and a second resolution authorizing the City Engineer or his designee to sign all related DBE forms/agreements and funding agreements to receive federal grant funds

RECOMMENDATION:

Staff recommends Council approve resolutions adopting the Disadvantaged Business Enterprise goal and authorizing the City Engineer or his designee to sign all DBE forms/agreements and funding agreements related to receive federal grant funds.

BACKGROUND:

Caltrans is required under the Code of Federal Regulations (49 CFR, Part 26) to administer a Disadvantaged Business Enterprise (DBE) Program. The DBE Program is intended to ensure a level playing field and foster equal opportunity in federal-aid contracts. All agencies receiving federal funds administered by Caltrans must comply with Caltrans DBE requirements and procedures.

A DBE is a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. Caltrans has required a local agency to have a DBE Program in place to ensure nondiscrimination in the award and administration of federally-funded contracts in Caltrans highway and transit programs for the following reasons:

- To create a level playing field on which DBEs can compete fairly for federally-funded contracts.
- To ensure that Caltrans DBE program is narrowly tailored in accordance with applicable law.
- To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in federally-funded contracts

- To assist the development of firms that can compete successfully in the marketplace outside the DBE program.
- To provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

Caltrans requires this DBE percentage goals to be broken out in Race Conscious Methods (Measures) and Race Neutral Methods (Measures). Race neutral measures are activities or programs undertaken by Caltrans and other entities that benefit and assist all small businesses equally. Race conscious measures are those measures and programs focused on specifically assisting DBEs which are African American, Asian Pacific American, Native American, and Women owned firms.

In 2007, Caltrans prepared a Disparity Study revealing that significant underutilization was found in four of the six groups presumed to be disadvantaged as defined by Code of Federal Regulations (CFR 26). The four groups were African American, Asian Pacific American, Native American, and Women. These groups were called the Underutilized DBE (UDBE) which would make up a Race Conscious DBE Program. Specific to Hispanic American and subcontinent Asian-American businesses, this study found that there was not a significant disparity between the percent of available contractors and subcontractors from these groups and the percent of contract dollars awarded to these groups. Hispanic Americans and subcontinent Asian-Americans are groups which make up the Race Neutral DBE program.

The City must establish a participation level of DBE firms for each federally funded project which goes out to bidding and award. This percentage is identified as part of the bid process and is determined by calculating the percent of DBE firms in the designated market area (i.e. Los Angeles, Orange, and San Bernardino Counties) which are possibly available.

In order to encumber federal funds, the City is required to establish a DBE goal and to sign various agreements, including but not limited to DBE forms/implementation agreements, funding master agreements, and program supplements.

DISCUSSION:

The City of Bell has a federally funded project, the Florence Avenue Resurfacing (from Walker to I-710), which is receiving $376,000 in federal funds. In order to receive the federal funds (which are administered by Caltrans), Caltrans requires the City to have an established Disadvantaged Business Program and to execute necessary DBE forms and funding agreements in order to utilize the federal funds. Specifically City's immediate responsibilities for full compliance with Caltrans requirements include:

- Submitting California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies" to the District Local Assistance Engineer.

- Developing an Annual DBE Goal (known as the Annual Anticipated DBE Participation Level –AADPL) and transmittal of "Exhibit 9-B: DBE Annual Submittal Form" to Caltrans.

- Designating a DBE Liaison Officer, accountable to the Chief Executive Officer of the local agency, to administer the California Department of Transportation DBE Program as it pertains to local agencies.

- Ensuring prompt and full payment to the prime contractor and subcontractor incompliance with the prompt payment clauses of the contract.

Federal funding comes with it many technical forms and funding agreements to articulate the responsibilities of the agency to encumber and deliver the federally funded projects. These agreements are initiated for every federally funded project. Due to strict "timely use of funds deadlines and the added need to encumber funds expeditiously to begin work, it is common practice among many local agencies to delegate the authority to the City Engineer to sign the related DBE forms/agreements and funding agreements.

After performing technical calculations to establish the City's DBE Goal (documented in Exhibit 9B), DBE Level the City of Bell is 20.5% which is made up of 9.3% Race Conscious Methods and 11.2% Race Neutral Methods. This means that contractors submitting bids must comply with these percentage levels or document good faith efforts to meet that level in the bid.

Staff has proposed a resolution with a delegation of authority to the City Engineer related to DBE and federal funding agreements. Staff has also prepared a resolution adopting the Annual DBE Participation Level of 20.5% (which is comprised of 9.3% for Race Conscious Methods and 11.2% for Race Neutral Methods).

FINANCIAL IMPACTS

There is no financial impact to the City's General Fund by this action. The funds identified in all funding agreements signed by the City Engineer would be only those funds previously approved by the City Council. If the Caltrans DBE process is not followed, the City will not be able to receive reimbursement for federal funds.

Attachments:

1. Resolution Authorizing City Engineer to Sign DBE Agreements
2. Resolution Adoption DBE Goal
3. Exhibit 9-B: DBE Annual Submittal Form

RESOLUTION NO. 2012-04

A RESOLUTION OF THE BELL CITY COUNCIL APPROVING THE ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE LEVEL

WHEREAS, Caltrans is required under the Code of Federal Regulations (49 CFR, Part 26) to administer a Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, All local agencies receiving federal funds administered by Caltrans must comply with Caltrans DBE requirements and procedures; and

WHEREAS; Caltrans requires the development and approval of an Annual Anticipated DBE Participation Level (AADPL); and

WHEREAS, the City of Bell has determined that the AADPL is 20.5% which is comprised of 9.3% for Race/Gender Conscious Methods (Underutilized DBE) and 11.2% for Race/Gender-Neutral Methods; and

WHERAS, this above-mentioned DBE AADPL will be used for all federally funded projects in City for FY 11/12 and until the next update of the AADPL; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY APPROVE the AADPL as 20.5% which is comprised of 9.3% for Race/Gender Conscious Methods (Underutilized DBE) and 11.2% for Race/Gender-Neutral Methods;

PASSED, APPROVED, AND ADOPTED this 25th day of January 2012.

_____

Ali Saleh, Mayor

ATTEST:

_____

Patricia Healy, Interim City Clerk

APPROVED AS TO FORM:

_____

David Alshire, City Attorney

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 25th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Patricia Healy, Interim City Clerk

RESOLUTION NO. 2012-05

A RESOLUTION OF THE BELL CITY COUNCIL AUTHORIZING THE CITY ENGINEER OR HIS DESIGNEE TO SIGN ALL RELATED DBE FORMS/AGREEMENTS, AND FUNDING AGREEMENTS TO RECEIVE FEDERAL GRANT FUNDS

WHEREAS, Caltrans is required under the Code of Federal Regulations (49 CFR, Part 26) to administer a Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, All local agencies receiving federal funds administered by Caltrans must comply with Caltrans DBE requirements and procedures; and

WHEREAS, Caltrans requires the submittal of the "California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies" to the District Local Assistance Engineer; and

WHEREAS, Federal funding requires designating a DBE Liaison Officer, accountable to the Chief Executive Officer of the City of Bell, to administer the California Department of Transportation DBE Program; and

WHEREAS, Federal funding requires an authorized City representative to sign master agreements, cooperative agreements, funding agreements, program supplements, and any other related agreements to secure authorization to proceed on federal funds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

1. Designates the City Engineer as the DBE Liaison Officer.
2. Authorizes the City Engineer or his designee to Sign All Related DBE Forms/Agreements and Funding Agreements to receive federal funds.

PASSED, APPROVED, AND ADOPTED this 25th day of January 2012.

_____
Ali Saleh, Mayor

ATTEST:

_____

Patricia Healy, Interim City Clerk

APPROVED AS TO FORM:

_____

David Alshire, City Attorney

I, Patricia Healy, City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 25th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Pat Healey, Interim City Clerk

INTERIM EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 7 (Los Angeles)
District Local Assistance Engineer – Kirk Cessna

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The **City of Bell**
submits our annual 9-B information for the Federal Fiscal Year 11/12 beginning on October 1 and ending on September 30. Please see attached.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.)

Terry Rodrigue, PE
City Engineer
City of Bell
6330 Pine Ave.
Bell, California 90201
Tel. (323) 588-6211

e-mail: trodrigue@interwestgrp.com

Planned Race Neutral Measures

(Please detail the race neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR, Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.)

The City of W Bell's Race Neutral Measures include for FY 2011-12 are as follows:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE and other small businesses participation (Examples include encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces.)

2. Track all DBE participation on federally-assisted contracts.

3. When appropriate and beneficial on various projects (e.g. large projects), hold construction pre-bid meetings, encourage all businesses to attend, and encourage networking among potential bidders.

4. Keep up to date the City's web site describing projects advertised for bids.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

The City of Bell will include a contract clause in the special provisions that requires the prime contractors include in their subcontracts language that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

_____ _____
(Signature) Date

TERRY RODRIGUE, PE, City Engineer
(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

Tel. (323) 588-6211
Phone Number

_____ _____
(Signature of Caltrans District Local Assistance Engineer [DLAE]) Date

Distribution: (1) Original - DLAE
(2) Signed copy by the DLAE – Local Agency

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

☐ **Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☐ **Method 2**: No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

☒ **Method 3**: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

City of Bell

Disadvantaged Enterprise Program
Federal Fiscal Year 2011/2012
Annual Anticipated DBE Participation Level (AADPL)
Methodology and Calculations

I. DOT-Assisted Contracting Program

Work Category	NAICS	Contract Amount FY 2011/2012	% of Federal Funding by Work Category
Construction: Highway, Street and Bridge Construction	237310	$376,016	100%
Totals:		$376,016	100%

Work under the CITY OF BELL consists of those categories of work under category 237310 of the North American Industry Classification System (NAICS), as used by the United States Census Bureau.

The CITY OF BELL's market area has been determined to encompass the Counties of Los Angeles, Orange and San Bernardino. This market area is based on the Department's bid history.

II. Goal-Methodology

AADPL Calculations:

Numerator: Caltrans DBE directory of firms, with the following modifications made:

1. Filtered for Construction: Highway, Street and Bridge Construction work code
2. Filtered for contractors that operate within the three-County market area that generally serves CITY OF BELL's contracting needs

Report resulted in 46 identified available DBE firms.

Denominator: The total number of construction companies within CITY OF BELL's three-County market area based on the U.S. Census Bureau "County Business Patterns" statistics for 2009 (NAICS Code 237310), which is the most recent available year of data:

Caltrans DBE County Code	NAICS County Code	County Name	Number of firms
19	037	Los Angeles	96
30	059	Orange	73
36	071	San Bernardino	55

Total Construction firms: 224

AADPL (NAICS 237310) = (46/224) x 100 = 20.5%

AADPL (Base Figure) = 20.5%

Race Conscious Portion of AADPL (Using UDBEs):
To obtain the RC AADPL, use the same method shown above, except substitute UDBEs for DBEs in the formula.

To get the number of UDBE firms (UDBE firms = male-owned UDBE firms + all female-owned firms), eliminate all firms on the DBE lists from the CUCP database that are not designated as either female-owned or male-owned with the UDBE-designated ethnicities (see definitions above).

Report resulted in 21 identified available UDBE firms.

RC AADPL (NAICS 237310) = (21/224) x 100 = 9.3%

RC AADPL = 9.3%

Race Neutral Portion of AADPL:
The Race Neutral portion of the AADPL is the overall AADPL minus the Race Conscious portion.

RN AADPL = AADPL – RC AADPL

RN AADPL = 20.5% - 9.3%

RN AADPL = 11.2%

City of Bell
Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: Arne Croce
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Recruitment Profile for Chief Administrative Officer Position and use of the Working Title of City Manager for the City's Chief Administrative Officer Possition

RECOMMENDATION

1. The City Council adopt a Recruitment Profile for the Position of Chief Administrative Officer (CAO)

2. The City Council adopt a resolution approving the title of City Manager as the working title for the City's Chief Administrative Officer Position

BACKGROUND

Recruitment Profile

In December 2011 the City Council retained the search firm of Peckham McKenney to conduct the recruitment for a permanent CAO for the City of Bell. The first substantive step in this process is development of "profile"" that summarizes the skills, experience and characteristics desired in the person appointed to the position. Bobbi Peckham has interviewed all Councilmembers individually, conducted two meetings with City employees and received comments from the community at a community meeting on September 21, 2012. Based upon the comments received, a recruitment profile has been developed for consideration and adoption by the City Council. (As the community meeting will take place after the publication of this agenda, Ms. Peckham's report and recommended profile will be made public on Monday, January 23.)

The next step in the recruitment process is to develop a brochure announcing the opportunity. This brochure will be distributed widely throughout the city management profession and will be target towards specific individuals who may be a good fit for the City of Bell. Development of the brochure is being fast-tracked so it can be available for distribution at the Statewide City Managers Conference February 1—3. The recruitment calendar has established a target date of June 1, 2012 for the start of the permanent CAO.

Working Title of City Manager

The Charter of the City of Bell establishes the position of Chief Administrative Officer. This is the chief administrator of the City, appointed by and responsible to the City Council for overall management of the municipal organization. The powers and duties of the Chief Administrative Officer are established in Article VI, Section 604 of the Charter.

> Section 604. POWERS AND DUTIES. The Chief Administrative Officer shall be the administrative head of the City Government. Except as otherwise provided in this Charter, the Chief Administrative Officer shall be responsible to the City Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, subject to the provisions of this Charter, including the personnel system provisions thereof, the Chief Administrative Officer shall have power and be required to:
>
> (a) Appoint, and may promote, demote, suspend or remove all department heads, officers and employees of the City except elective officers and those department heads, officers and employees the power of whose appointment is vested by this Charter in the City Council. The Chief Administrative Officer may authorize the head of any department or office to appoint or remove subordinates in such department or office. In case of the appointment or removal of any department head, the Chief Administrative Officer shall first review such appointment or removal with the City Council and obtain its approval.
> (b) Prepare the budget, submit to the City Council, and be responsible for its administration after its adoption.
> (c) Prepare and submit to the City Council as of the end of each fiscal year, a complete report on the finances and administrative activities to the City for the preceding fiscal year.
>
> (d) Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.
> (e) Establish a centralized purchasing system for all City offices, departments and agencies.
> (f) Prepare rules and regulations governing the contracting for purchasing, inspection, storing, inventory, distributions and disposal of all supplies, material and equipment required by ordinance, and administer and enforce the same after adoption.
> (g) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances, franchises and rights of the City are enforced.
> (h) Exercise control of all administrative offices and departments of the City and of all appointive officers and employees except those directly appointed by the City Council and prescribe such general rules and regulations as deemed necessary or proper for the general conduct of the administrative offices and departments of the City under jurisdiction of the Chief Administrative Officer.
> (i) Perform such other duties consistent with this Charter as may be required by the City Council.

The more common title for the chief administrator position in California cities is City Manager. Peckham McKenney, the firm hired to conduct the recruitment for the new permanent CAO, has advised that the CAO position in Bell will be more attractive to well-qualified applicants with the title of City Manager.

Working title of City Manager
City Council
January 25, 2012

The resolution recommended for adoption establishes the title City Manager as the working title for the CAO position. This working title will be used in the recruitment, the designation of the CAO and all official documents and correspondence. The resolution establishes a working title, only for the CAO position. The powers and duties of the position remain as established in the City Charter.

RESOLUTION NO. 2012-06

A RESOLUTION OF THE CITY COUNCIL OF BELL DESIGNATING THE WORKING TITLE FOR THE CHIEF ADMINISTRATIVE OFFICER AS "*CITY MANAGER*"

WHEREAS, Article VI of the City of Bell Charter provides for the position of *Chief Administrative Officer* who shall be the Chief Administrative Officer of the City; and,

WHEREAS, Article VI, Section 604 establishes the powers and duties of the Chief Administrative Officer; and,

WHEREAS, The most common title for the chief administrative officer of a municipal organization in California is *City Manager*; and,

WHEREAS, The City Council of the City of Bell is recruiting for a new, permanent *Chief Administrative Officer*; and,

WHEREAS, Based on the advice of the recruiter retained to conduct the recruitment that the title of *City Manager* would increase the attractiveness of the position to potential well-qualified applicants;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The working title for the position of *Chief Administrative Officer* is hereby designated as *City Manager*.

Section 2. The title of *City Manager* will be used in all instances for the purpose of identifying the chief administrative officer of the City of Bell.

Section 3. The powers and duties vested in the *Chief Administrative Officer* in Article VI, Section 604 of the City of Bell City Charter shall remain as stated.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

_____

Ali Saleh
Mayor

ATTEST:

_____
Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-06 was adopted by the City Council of the City of Bell at a regular meeting held on January 25, 2012 by the following vote:

_____
Patricia Healy
Interim City Clerk

City of Bell
Agenda Report

DATE: January 4, 2012

TO: Mayor and Members of the City Council

FROM: Steve Belcher, Interim Chief of Police

APPROVED BY: Arne Croce
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Request Council to authorize the purchase of Crime Mapping software services through CrimeReports.com for Community Oriented Policing efforts, Police Transparency and Community information.

Recommendation

1. Authorize the ICAO to execute the agreement with CrimeReports.com for the purchase and installation of Crime Mapping software from CrimeReports.com to enhance crime tracking, statistical data collection and community - police department transparency.

Background:

The City of Bell Police Department is moving forward with its Community Oriented Policing program. Part of the Community Policing philosophy is the ability to recognize, project and forecast current and future law enforcement crime trends. Many law enforcement agencies have professional crime analysts to collect pertinent crime data and create statistical information on crime that police officers use to track and identify hot spots. The hiring of a professional crime analyst is not financially feasible for our agency at this time.

There are however, crime mapping services offered through various companies that provide significant analytical and tracking at a fraction of the cost of hiring an analyst. These companies provide up-to-date crime statistics that can be used by our staff for basic crime analysis and also be easily accessed by the public. This provides valuable information to the community about recent crime in their neighborhood. A well informed citizenry has been proven effective in reducing crime. Crime mapping along with an increased analytical ability will greatly enhance our community oriented policing efforts as well as provide our agency with cutting edge technology with increased transparency.

85

AGENDA ITEMS NO.:

Discussion:

In order to take advantage of this contemporary method of utilizing crime data to provide better service to our employees and our residents we looked at several companies. Most of the companies remotely access directly into our current records management system (RiMS) and collect the necessary data through secure servers. Once the data is collected the information is uploaded onto an interactive crime map. Residents can then access the information on a 24 hour basis directly from their home computer. For example, if a resident wanted to know what kind of crimes are occurring on their street, the resident could view current crime activity by visiting our city or police webpage and clicking on the crime map. These systems keep victim confidentiality at the forefront. Victim and confidential information is never disclosed to the public and specific addresses are never published in order to maintain anonymity.

We were able to locate three companies that provide the services that meet our needs. Each company provided costs to our agency for this crime mapping service.

- The Omega Group (Crimemapping.com)
- CrimeReports.com
- South Bay Regional Crime Map.

The information below outlines the basic service/cost of each vendor.

• The Omega Group	$6000 per year with 3% increase each year.
• CrimeReports.com	$4060 per year.
• South Bay Regional Crime Map for mapping purposes.	No cost – requires a crime analyst to compile data

Each company provides similar interactive crime mapping technology. It is my opinion and recommendation that we move forward with this technology and that we use CrimeReports.com. CrimeReports.com is the least expensive and far less expensive than hiring a crime analyst. CrimeReports.com is made up of two modules. The crime report public interface module and the internal crime analysis model call "Command Center."

I polled several agencies that use CrimeReports.com and all of them offered favorable comments. I have attached the supporting documentation and proposals from each company for reference.

Sufficient funds are available in the COPS account to cover the cost of this service. This system is eligible under COPS spending guidelines. Once the software is installed it will take approximately 30 to 60 days to train our staff then introduce the system to the public.

Steve Belcher VIA ALBERT RUSAS
Interim Chief of Police SERGEANT ON DUTY

Prepared by
Ty Henshaw
Lieutenant

RESOLUTION NO. 2012-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING THE PURCHASE OF CRIME MAPPING SOFTWARE FROM CRIMEREPORTS.COM

WHEREAS, the City of Bell Police Department maintains and operates a full service Police Department located at 6326 Pine Avenue; and

WHEREAS, the Police Department is moving forward with its Community Oriented Policing program. Part of the Community Policing philosophy is the ability to recognize, project and forecast current and future law enforcement crime trends; and

WHEREAS, it is necessary to collect pertinent crime data and create statistical information about crime that police officers use to track and identify hot spots through the use of crime mapping software; and

WHEREAS, the city desires to provide the same statistical crime data to the community and residents adding to our commitment to being transparent, which will greatly enhance our community oriented policing efforts as well as provide our agency with cutting edge technology; and

WHEREAS, the City recognizes that CrimeReports.com will allow the City of Bell to provide valuable information to the community about recent crime in their neighborhood and well informed citizenry has been proven effective in reducing crime; and

WHEREAS, the City Council has determined that the proposed purchase of crime statistical software from CrimeReports.com is fair and reasonable;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, DOES HEREBY RESOLVE:

SECTION 1 The City Council hereby adopts the proposed purchase of CrimeReports.com

SECTION 2. The Mayor shall sign the Resolution and the City Clerk shall attest and certify to the passage of this resolution, and the same shall thereupon take effect upon adoption.

PASSED, APPROVED AND ADOPTED this 25th day ofJanuary, 2012.

_____

Mayor Ali Saleh

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF BELL)

I, the undersigned, hereby certify that the foregoing Resolution No. 2012-21 was duly adopted by the City of Bell City Council at their regular meeting of January 25, 2012 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

EXCUSED:

_____
Rebecca Valdez, City Clerk

Planning Commission/Solid Waste and Recycling Authority/Public Financing Authority/Surplus Property Authority/Community Housing Authority Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: Arne Croce

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approval of Resolutions concerning the Procedures and Regulations of various authorities and providing that its Officers shall serve without compensation.

RECOMMENDATION

The City Council adopt resolutions concerning the Procedures and Regulations of the Planning Commission, Solid Waste and Recycling Authority, Public Financing Authority, Surplus Property, and Community Housing Authority, and providing that its Officers shall serve without compensation.

BACKGROUND

Since the City incorporated, the Bell City Council has created several public corporations, authorities, or commissions. Periodically, the City Council updated the procedures and regulations for each of these special entities including provisions for additional compensation and expense reimbursement for serving on the various entities. Each updated resolution would include a section rescinding prior resolutions and also sections increasing the compensation amounts. The last Resolutions implemented for this purpose were all adopted on June 30, 2008.

The current members of the City Council elected not to receive any additional compensation or expense reimbursement for serving on the various boards even though authorized to do so by the resolutions adopted in 2008. The resolutions attached to this report formally rescind all prior resolutions still on record, and would confirm the Council's intention to remove any rule or regulation which would allow additional compensation in the future for serving on any of the Council created boards.

The proposed resolutions further restate the rules and regulations applicable to the boards and/or commissions and provide that all of the officers, including the Chief Administrative Officer, who serves as the Executive Director of the various boards and commissions will not receive any compensation or stipend serving on the various entities. The resolutions do provide that the authorities may be charged for that portion of the CAO's established salary that can be attributed to each Authority as permitted by State Law. Finally, the Resolutions specify that all City procedures, rules, ordinances, and regulations apply to each Board or Commission unless specifically contrary to the enabling authority.

RESOLUTION NO. 2012-07

A RESOLUTION OF THE COMMISIONERS OF THE BELL PLANNING COMMISSION CONCERNING THE PROCEDURES AND REGULATIONS OF THE COMMISSION AND PROVIDING THAT ITS OFFICERS SHALL SERVE WITHOUT COMPENSATION.

•

WHEREAS, Resolution No. 2008-30 was adopted on June 30, 2008 updating procedures of the City of Bell Planning Commission including provisions for Planning Commissioners to receive additional compensation and expense reimbursement for serving on the Commission, and

WHEREAS, The current members of the City of Bell Planning Commission have not received any additional compensation or expense reimbursement for serving on the Planning Commission, and

WHEREAS, The Planning Commission hereby seeks to rescind Resolution No 2008-30 to confirm its intention to remove any rule or regulation allowing additional compensation in the future for serving on the Planning Commission, and

WHEREAS, The Planning Act of 1929 provides that there is, in each city, city and county, or county of the State, a public corporation known as the Planning Commission, and

WHEREAS, The City Council of the City of Bell adopted Ordinance Number 271 on October 16, 1944 creating the Bell Planning Commission, and

WHEREAS, It is the intent of the Commissioners to conform to State regulations and to restate the rules and regulations applicable to the Bell Planning Commission.

NOW THEREFORE THE PLANNING COMMISSION OF THE CITY OF BELL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The members of the City Council of the City of Bell are designated to be Commissioners of the Bell Planning Commission.

Section 2. The Mayor of the City of Bell shall serve as the Chair of the Bell Planning Commission.

Section 3 The Vice Mayor shall serve as the Vice Chair of the Bell Planning Commission.

Section 4. The Chief Administrative Officer of the City of Bell shall serve as the Executive Director of the Bell Planning Commission and is authorized to execute documents on behalf of the commission.

Section 5. The Chief Administrative Officer of the City of Bell shall not receive any additional compensation or stipend for acting on behalf of the Authority beyond the established salary for the City's CAO, but the Authority may be charged for that portion of his/her established salary that can be attributed to Authority matters as permitted by State law.

Section 6. The commissioners shall hold the Bell Planning Commission meetings on the same date and time as regularly scheduled City Council Meetings.

Section 7. The commissioners shall not receive any compensation or stipend for membership and participation on the Planning Commission.

Section 8. This Resolution shall be effective upon adoption by the City Planning Commission.

Section 9. Resolution No. 2008-30 is hereby rescinded and shall be of no further force or effect.

Section 10. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

_____
Ali Saleh
Chair

ATTEST:_____

Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-07 was adopted by the Planning Commission at a regular meeting held on January 25, 2012 by the following vote:

_____
Patricia Healy
Interim City Clerk

RESOLUTION NO 2012-08

A RESOLUTION OF THE COMMISSIONERS OF THE BELL SOLID WASTE AND RECYCLING AUTHORITY CONCERNING THE PROCEDURES AND REGULATIONS OF THE AUTHORITY AND PROVIDING THAT ITS OFFICERS SHALL SERVE WITHOUT COMPENSATION.

WHEREAS, Resolution No. 2008-31 was adopted on June 30, 2008 updating procedures of the City of Bell Solid Waste and Recycling Authority including provisions for Authority Commissioners to receive additional compensation and expense reimbursement for serving on the Commission, and

WHEREAS, The current members of the City of Bell Solid Waste and Recycling Authority have not received any additional compensation or expense reimbursement for serving on the Solid Waste and Recycling Authority, and

WHEREAS, The Solid Waste and Recycling Authority hereby seeks to rescind Resolution No. 2008-31 to confirm its intention to remove any rule or regulation allowing additional compensation in the future for serving on the City of Bell Solid Waste and Recycling Authority, and

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code provides that an Authority can be created for the purpose of acquiring, constructing, maintaining, or operating an enterprise for the collection, treatment, or disposal of waste; and

WHEREAS, The City Council of the City of Bell adopted Ordinance Number 1160 on July 18, 2005 declaring a need to establish the Solid Waste and Recycling Authority and the officers and staff thereof, and

WHEREAS, The City Council of the City of Bell has by resolution declared itself to be the Commissioners of the Bell Solid Waste and Recycling Authority; and

WHEREAS, It is the intent of the Commissioners to conform to State regulations and to restate the rules and regulations applicable to the Bell Solid Waste and Recycling Authority.

NOW THEREFORE THE COMMISSIONERS OF THE SOLID WASTE AND RECYCLING AUTHORITY DO HEREBY RESOLVE AS FOLLOWS:

Section 1. Designation of Commissioners. The members of the City Council of the City of Bell are hereby designated to be Commissioners of

the Bell Solid Waste and Recycling Authority to be known as the Solid Waste and Recycling Authority.

Section 2. Chair. The current Mayor of the City of Bell shall serve as the Chair of the Solid Waste and Recycling Authority.

Section 3. Vice Chair. The current Vice Mayor shall serve as the Vice Chair of the Solid Waste and Recycling Authority.

Section 4. Executive Director. The Chief Administrative Officer of the City of Bell shall serve as the Executive Director of the Bell Solid Waste and Recycling Authority and is authorized to execute documents on behalf of the Authority.

Section 5. Compensation of Executive Director. The Chief Administrative Officer of the City of Bell shall not receive any additional compensation or stipend for acting on behalf of the Authority beyond the established salary for the City's CAO, but the Authority may be charged for that portion of his/her established salary that can be attributed to Authority matters as permitted by State law.

Section 6. Meeting Times. The Bell Solid Waste and Recycling Authority may hold its Meetings on the same date and time of regularly scheduled City Council Meetings.

Section 7. No Compensation of Commissioners. The Commissioners shall not receive any compensation or stipend for membership and participation on the Solid Waste and Recycling Authority.

Section 8. Application of City Procedures. Unless specifically contrary to the enabling authority hereof, the rules, procedures, ordinances, and regulations of the City pertaining to personnel practices, procedures for the acquisition and disposition of property, purchasing procedures, management of funds and monies, investment of funds, administration of contracts, authority of officers, administration of claims and liabilities and al all other procedures and practices of any kind shall apply to the operation of the Authority.

Section 9. Additional Procedures. The Authority shall have such additional authority to adopt rules and procedures to carry out its functions as shall be necessary to carry out its operations consistent with law.

Section 10. Effectiveness. This Resolution shall be effective upon adoption by the City Solid Waste and Recycling Authority.

Section 11. Rescission. Resolution No. 2008-31 is hereby rescinded and shall be of no further force or effect.

Section 12. Adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

Ali Saleh
Chair

ATTEST:

Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-08 was adopted by the Bell Solid Waste and Recycling Authority at a regular meeting held on January 25, 2012 by the following vote:

Patricia Healy
Interim City Clerk

RESOLUTION NO 2012-09

A RESOLUTION OF THE TRUSTEES OF THE BELL PUBLIC FINANCING AUTHORITY CONCERNING THE PROCEDURES AND REGULATIONS OF THE AUTHORITY AND PROVIDING THAT ITS OFFICERS SHALL SERVE WITHOUT COMPENSATION.

WHEREAS, Resolution No. 2008-32 was adopted on June 30, 2008 updating procedures of the City of Bell Public Financing Authority including provisions for Public Financing Authority Trustees to receive additional compensation and expense reimbursement for serving on the Authority, and

WHEREAS, The current members of the City of Bell Public Financing Authority Board have not received any additional compensation or expense reimbursement for serving as Trustees on the Public Financing Authority, and

WHEREAS, The Public Financing Authority hereby seeks to rescind Resolution No 2008-32 to confirm its intention to remove any rule or regulation allowing additional compensation in the future for serving on the Public Financing Authority Board, and

WHEREAS, The City of Bell, California and the Bell Community Redevelopment Agency have formed a joint exercise of powers authority pursuant to Article 1(commencing with Section 6500) of Chapter 5 of Division of Title I of the California Government Code to exercise the common powers of the Agency and the City known as the Bell Public Financing Authority, and

WHEREAS, The Marks-Roos Local Bond Pooling Act of 1985 authorized agencies formed under the Joint Exercise of Powers Law to assist in the financing and funding of public capital improvements to be owned by any of its members or any other city, county, city and county, authority, district, or public corporation of the State; and

WHEREAS, The City Council of the City of Bell has by the Joint Exercise of Powers Agreement declared itself to be the Trustees of the Bell Public Financing Authority Board; and

WHEREAS, The Joint Exercise of Powers Agreement authorizes the Bell Public Financing Authority Board to select staff and to adopt personnel rules and regulations, and

WHEREAS, It is the intent of the Commissioners to conform to State regulations and to restate the rules and regulations applicable to the Bell Public Financing Authority.

NOW THEREFORE THE TRUSTEES OF THE PUBLIC FINANCING AUTHORITY DO HEREBY RESOLVE AS FOLLOWS:

Section 1. Designation of Commissioners. The members of the City Council of the City of Bell are hereby designated to be Trustees of the Authority to be known as the Bell Public Financing Authority Board.

Section 2. Chair. The Mayor of the City of Bell shall serve as the President of the Bell Public Financing Authority Board.

Section 3. Vice Chair. The Vice Mayor shall serve as the Vice President of the Bell Public Financing Authority Board.

Section 4. Executive Director. The Chief Administrative Officer of the City of Bell shall serve as the Executive Director of the Bell Public Financing Authority Board and is authorized to execute documents on behalf of the Authority.

Section 5. Compensation of Executive Director. The Chief Administrative Officer of the City of Bell shall not receive any additional compensation or stipend for acting on behalf of the Authority beyond the established salary for the City's CAO, but the Authority may be charged for that portion of his/her established salary that can be attributed to Authority matters as permitted by State law.

Section 6. Meeting Times. The Bell Public Financing Authority Board shall hold its meetings on the same date and time as regularly scheduled City Council meetings.

Section 7. No Compensation of Commissioners. The Trustees of the Bell Public Financing Authority shall not receive any compensation or stipend for membership and participation on the Public Financing Authority Board

Section 8. Application of City Procedures. Unless specifically contrary to the enabling authority hereof, the rules, procedures, ordinances, and regulations of the City pertaining to personnel practices, procedures for the acquisition and disposition of property, purchasing procedures, management of funds and monies, investment of funds, administration of contracts, authority of officers, administration of claims and liabilities and al all other procedures and practices of any kind shall apply to the operation of the Authority.

Section 9. Additional Procedures. The Authority shall have such additional authority to adopt rules and procedures to carry out its functions as shall be necessary to carry out its operations consistent with law.

Section 10. Effectiveness. This Resolution shall be effective upon adoption by the Bell Public Financing Authority Board.

Section 11. Rescission. Resolution No. 2008-32 is hereby rescinded and shall be of no further force or effect.

Section 12. Adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

Ali Saleh
Chair

ATTEST:

Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-09 was adopted by the Bell Public Financing Authority at a regular meeting held on January 25, 2012 by the following vote:

Patricia Healy
Interim City Clerk

RESOLUTION NO. 2012-10

A RESOLUTION OF THE COMMISSIONERS OF THE BELL SURPLUS PROPERTY AUTHORITY CONCERNING THE PROCEDURES AND REGULATIONS OF THE AUTHORITY AND PROVIDING THAT ITS OFFICERS SHALL SERVE WITHOUT COMPENSATION.

WHEREAS, Resolution No. 2008-33 was adopted on June 30, 2008 updating procedures of the City of Bell Surplus Property Authority including provisions for Authority Commissioners to receive additional compensation and expense reimbursement for serving on the Authority, and

WHEREAS, The current members of the City of Bell Surplus Property Authority have not received any additional compensation or expense reimbursement for serving on the Authority, and

WHEREAS, The Surplus Property Authority hereby seeks to rescind Resolution No. 2008-33 to confirm its intention to remove any rule or regulation allowing additional compensation in the future for serving on the Surplus Property Authority, and

WHEREAS, Section 40520 of the Government Code of the State of California provides that there is, in each city, city and county, or county of the State, a public corporation known as the Surplus Property Authority, and

WHEREAS, Section 40521 of the Government Code further provides that said authority shall not transact any business or exercise any powers unless and until the City Council shall by Ordinance declare that there is need for the authority to function in the city, and

WHEREAS, The City Council of the City of Bell adopted Ordinance Number 772 on July 7, 1975 declaring a need and establishing the Bell Surplus Property Authority and the officers and staff thereof, and

WHEREAS, Section 40500 et seq. of the Government Code of the State of California provides for the Bell Surplus Property Authority to appoint a Surplus Property Commission and directs the Commission to establish rules and regulations; and

WHEREAS, The City Council of the City of Bell has by resolution declared itself to be the Commissioners of the Bell Surplus Property Authority Commission; and

WHEREAS, It is the intent of the Commissioners to conform to State regulations and to restate the rules and regulations applicable to the Bell Solid Waste and Recycling Authority.

NOW THEREFORE THE COMMISSIONERS OF THE BELL SURPLUS PROPERTY AUTHORITY DO HEREBY RESOLVE AS FOLLOWS:

Section 1. Designation of Commissioners. The members of the City Council of the City of Bell are hereby designated to be Commissioners of the Bell Surplus Property Authority.

Section 2. Chair. The Mayor of the City of Bell shall serve as the President of the Surplus Property Authority Commission.

Section 3. Vice Chair. The Vice Mayor shall serve as the Vice President of the Bell Surplus Property Authority Commission.

Section 4. Executive Director. The Chief Administrative Officer of the City of Bell shall serve as the Executive Director of the Bell Surplus Property Authority and is authorized to execute documents on behalf of the Authority.

Section 5. Compensation of Executive Director. The Chief Administrative Officer of the City of Bell shall not receive any additional compensation or stipend for acting on behalf of the Authority beyond the established salary for the City's CAO, but the Authority may be charged for that portion of his/her established salary that can be attributed to Authority matters as permitted by State law.

Section 6. Meeting Times. The Bell Surplus Property Authority shall hold the Bell Surplus Property Authority meetings on the same date and time as regularly scheduled City Council meetings.

Section 7. No Compensation of Commissioners. The commissioners shall not receive any compensation or stipend for membership and participation on the Bell Surplus Property Authority.

Section 8. Application of City Procedures. Unless specifically contrary to the enabling authority hereof, the rules, procedures, ordinances, and regulations of the City pertaining to personnel practices, procedures for the acquisition and disposition of property, purchasing procedures, management of funds and monies, investment of funds, administration of contracts, authority of officers, administration of claims and liabilities and al all other procedures and practices of any kind shall apply to the operation of the Authority.

Section 9. Additional Procedures. The Authority shall have such additional authority to adopt rules and procedures to carry out its

functions as shall be necessary to carry out its operations consistent with law.

Section 10. Effectiveness. This Resolution shall be effective upon adoption by the Bell Surplus Property Authority.

Section 11. Rescission. Resolution No. 2008-33 is hereby rescinded and shall be of no further force or effect.

Section 12. Adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

_____
Ali Saleh
Chair

ATTEST:

_____
Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-10 was adopted by the Bell Surplus Property Authority at a regular meeting held on January 25, 2012, by the following vote:

_____
Patricia Healy
Interim City Clerk

RESOLUTION NO 2012-11

A RESOLUTION OF THE COMMISSIONERS OF THE BELL COMMUNITY HOUSING AUTHORITY CONCERNING THE PROCEDURES AND REGULATIONS OF THE AUTHORITY AND PROVIDING THAT ITS OFFICERS SHALL SERVE WITHOUT COMPENSATION.

WHEREAS, Resolution No. 2008-34 was adopted on June 30, 2008 updating procedures of the City of Bell Community Housing Authority including provisions for Authority Members to receive additional compensation and expense reimbursement for serving on the Authority, and

WHEREAS, The current members of the City of Bell Community Housing Authority have not received any additional compensation or expense reimbursement for serving on the Authority, and

WHEREAS, The Community Housing Authority hereby seeks to rescind Resolution No. 2008-34 to confirm its intention to remove any rule or regulation allowing additional compensation in the future for serving on the Surplus Property Authority, and

WHEREAS, California Health and Safety Code Section 34240 establishes that in each country and city there is a public body corporate and politic known as the Housing Authority of each country or city; and

WHEREAS, California Health and Safety Code Section 34240 provides that a Housing Authority shall not transact business or exercise its power unless, by Resolution, the governing body of the country or city declares there is a need for an authority to function in it; and

WHEREAS, California Health and Safety Code Section 34242 authorizes the City Council to determine upon its own motion that there is a need for an authority to function in it; and

WHEREAS, California Health and Safety Code Section 34241 establishes the factual findings necessary to establish the need for a housing authority; and

WHEREAS, The City Council conducted a Public Hearing on February 21, 1995, to consider the establishment of the housing authority to be known as the Bell Community Housing Authority Board and the matter of appointment of the commissioners of the housing authority; and

WHEREAS, The City Council of the City of Bell has by resolution declared itself to be the Commissioners of the Bell Community Housing Authority Board; and

WHEREAS, Health and Safety Code Section 34278 authorizes the Bell Community Housing Board to select staff and to adopt personnel rules and regulations, and

WHEREAS, It is the intent of the Commissioners to conform to State regulations and to restate the rules and regulations applicable to the Bell Community Housing Authority.

NOW THEREFORE THE COMMISSIONERS OF THE COMMUNITY HOUSING AUTHORITY DO HEREBY RESOLVE AS FOLLOWS:

Section 1. Designation of Commissioners. The members of the City Council of the City of Bell are hereby designated to be Commissioners of the Authority to be known as the Bell Community Housing Authority Board.

Section 2. Chair. The Mayor of the City of Bell shall serve as the Chair of the Bell Community Housing Authority Board

Section 3. Vice Chair. The Vice Mayor shall serve as the Vice Chair of the Bell Community Housing Authority Board.

Section 4. Executive Director. The Chief Administrative Officer (CAO) of the City of Bell shall serve as the Executive Director of the Bell Community Housing Authority Board and is authorized to execute documents on behalf of the Authority.

Section 5. Compensation of Executive Director. The Chief Administrative Officer of the City of Bell shall not receive any additional compensation or stipend for acting on behalf of the Authority beyond the established salary for the City's CAO, but the Authority may be charged for that portion of his/her established salary that can be attributed to Authority matters as permitted by State law.

Section 6. Meeting Times. The Bell Community Housing Authority Board shall hold Bell Community Housing Authority meetings on the same date and time as regularly scheduled City Council meetings.

Section 7. No Compensation of Commissioners. The commissioners shall not receive any compensation or stipend for membership and participation on the Bell Community Housing Authority.

Section 8. Application of City Procedures. Unless specifically contrary to the enabling authority hereof, the rules, procedures, ordinances, and regulations of the City pertaining to personnel practices, procedures for

the acquisition and disposition of property, purchasing procedures, management of funds and monies, investment of funds, administration of contracts, authority of officers, administration of claims and liabilities and al all other procedures and practices of any kind shall apply to the operation of the Authority.

Section 9. Additional Procedures. The Authority shall have such additional authority to adopt rules and procedures to carry out its functions as shall be necessary to carry out its operations consistent with law.

Section 10. Effectiveness. This Resolution shall be effective upon adoption by the Bell Community Housing Authority.

Section 11. Rescission. Resolution No. 2008-34 is hereby rescinded and shall be of no further force or effect.

Section 12. Adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED this 25th day of January, 2012.

_____
Ali Saleh
Chair

ATTEST:

_____
Patricia Healy
Interim City Clerk

The undersigned, Patricia Healy, Interim City Clerk of the City of Bell, California, certify that Resolution No. 2012-11 was adopted by the Bell Community Housing Authority at a regular meeting held on January 25, 2012 by the following vote:

_____
Patricia Healy
Interim City Clerk

City of Bell
Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce

Arne Croce, Interim Chief Administrative Officer

SUBJECT: CONSIDERATION OF APPROVING A PROFESSIONAL CONSULTING SERVICES WITH ROSENOW SPEVACEK GROUP (RSG), INC. FOR IMPLEMENTATION OF REDEVELOPMENT DISSOLUTION UNDER AB1X26

RECOMMENDATION:

Approve an Agreement for Professional Services with RSG for a contract service of one year and not to exceed a maximum contract amount of $25,000 to provide technical, financial and administrative services to enable staff to respond to the requirements of AB1x26; and authorize the Interim Chief Administrative Officer to execute the contract service agreement

DISCUSSION/BACKGROUND:

In the past, RSG has provided the City with administrative services such as completion of 5-year Implementation plan for Redevelopment Agency and various tasks such as review of Low and Moderate Income Housing Funds, Pass-Through Payment in 2010; and provided analysis of fiscal impact with respect to now invalidated AB1x27.

With the dissolution of the redevelopment agency (RDA) as a result of California Supreme Court decision in *CRA v. Matosantos*, which upheld AB1x26 and invalidated AB1x27, the City is deemed by operation of the law as the "Successor Agency." As a result, the City must "wind down" the RDA functions and assets under the guidance of an "Oversight Committee." Between the time period of February 1 and May 1, 2012, the City has a list of required steps and tasks to complete with time-sensitive deadlines. Examples of tasks are the creation of Redevelopment Obligation Retirement Fund, set up of the Oversight Committee, have the Oversight Committee review approved the EOPS and PDROPS and submit to the State Controller and State Department of Finance and the approval of the ROPS.

RSG, Inc, will provide City with the technical, financial and administrative assistance to the city to comply with the required tasks of AB1x26. Their services will be charged by time and materials bases according to the fee schedule as stated in the attached January 11, 2012-letter from RSG, Inc. The specific assignments may include but are not limited to the following:

- Operational Startup Activities for a successor agency to the Redevelopment Agency
- Financial Planning an Transition Services
- Organizational structuring
- Startup of Dissolution Oversight Body
- Meeting Coordination
- Monitoring of Legal requirements and Covenants
- Financial Administration
- Others as Designated

Staff recommends the City Council approves the professional Service Agreement with RSG, Inc., for one-year contract and not to exceed the total contract amount of $25,000. The budget amount will be funded under CRA Administration - Operations and Professional Services, Fund 20-525-011-0235

ATTACHMENTS

January 11, 2012 Letter from RSG, Inc
Professional Service Agreement Contract

INTELLIGENT COMMUNITY DEVELOPMENT

ROSENOW SPEVACEK GROUP INC.
309 WEST 4TH STREET
SANTA ANA, CALIFORNIA
92701-4502

T 714 541 4585
F 714 541 1175
E INFO@WEBRSG.COM
WEBRSG.COM

January 11, 2012

Via Electronic Mail

Mr. Arne Croce, City Administrator
CITY OF BELL
Bell City Hall,
6330 Pine Ave
Bell, CA 90201

LETTER OF ENGAGEMENT FOR ADMINISTRATIVE CONSULTING SERVICES

Dear Mr. Croce:

RSG has prepared this letter of engagement to provide the City, the Redevelopment Agency, and other entities of the City of Bell administrative services related to the implementation of Redevelopment Agency dissolution under Assembly Bill x1 26 as an extension of staff. Our role would be to provide technical, financial, and administrative services to enable staff to respond to ongoing reporting requirements, transition of the Redevelopment Agency to a successor agency, financial and strategic planning, and other services as directed by staff.

Specific assignments may include but are not limited to the following:

- Operational Startup Activities for a successor agency to the Redevelopment Agency
- Financial Planning and Transition Services
- Organizational Structuring
- Startup of Dissolution Oversight Body
- Meeting Coordination
- Monitoring of Legal Requirements and Covenants
- Financial Administration
- Others as Designated

Our services would be charged on a time-and-materials basis, in accordance with our current fee schedule below:

Principal/Director	$ 195
Senior Associate	160
Associate	140
Senior Analyst	110
Analyst	100
Research Assistant	90
Technician	70

Clerical	60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for mileage (except direct costs related to blight field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

We will provide these services on a time-and-materials basis, with a not to exceed amount of $25,000 to undertake these assignments for the City and its agencies.

Thank you for the opportunity to assist the City. If you have any questions, please do not hesitate to contact me.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.

Felise Acosta
Principal

Approved and executed by:

_____
Arne Croce, City Administrator
City of Bell

SUCCESSOR AGENCY - ONE-TIME AND TRANSITION SERVICES BUDGET*

City of Bell

**estimated budget- some items may require more time and some items may require less*

	Activity	Notes	Consultant Billing Rates and Hours							Reimb.	Total Cost	
			Prin. $195	SrAssoc. $160	Assoc. $140	SrAnyst $110	Analyst $100	ResAsst $90	Subtotal			
	Operational Startup											***$7,180***
*	*Prepare Resolution to Serve as Successor Agency*	Must be adopted no later than January 13, 2012 to prevent ambiguity with other taxing agencies stepping forward and electing to do the same.							$0		$0	
*	*Prepare Resolution to Serve/Not Serve as Successor Housing Entity*	No specific deadline, but suggest completing as early as possible to prevent confusion following dissolution. The city should ideally elect or decline to serve. If the city declines in favor of its housing authority, the housing authority should also take action to assume duties.							$0		$0	
*	*Revised Financial Projections for Agency to Assess dollars available to City and Sucessor Agency. Make information available to City Council for their review.*	Now that we have A/C Guidelines we have the methodolgy that will be used in the allocation of excess tax increment. Need to discuss with LACO the issue of pension override revenues and how they will handle this issue	4		4		2		$1,540		$1,540	
*	*RDA Amends/Extends EOPS thru 5/1 by Jan 30.*	RDA and Successor Agency can only pay off EOPS, until ROPS becomes effective 5/1. Therefore, recommend RDA amend/extend EOPS thru 5/1.	4			8			$1,660		$1,660	
	Assemble Pertinent Records from RDA	Should also include docs to go to A/C				8			$880		$880	
	Reverse/Document City-RDA Asset Transfer	Independent "audit" of land and other assets as of 1/1/11 to ensure transparency and avoid scrutiny from OB and State	8			14			$3,100		$3,100	
	Creation of Successor Agency Website										TBD	
	Financial Transition											***$12,130***
	Work with Finance Dept on ROR Fund Creation				4				$560		$560	
*	*Develop Midyear 2011 and 2012 Operational Budget*	Should to be done quickly to identify cash flow issues	2		4	8			$1,830		$1,830	

SUCCESSOR AGENCY - ONE-TIME AND TRANSITION SERVICES BUDGET*

City of Bell

**estimated budget- some items may require more time and some items may require less*

	Activity	Notes	Consultant Billing Rates and Hours							Reimb.	Total Cost
			Prin. $195	SrAssoc. $160	Assoc. $140	SrAnyst $110	Analyst $100	ResAsst $90	Subtotal		
*	*Develop Successor Agency Administrative Budget*	Must be approved by the OB and should be prepared expeditiously. Must include all staff and overhead costs, as well as legal or consulting costs.	2		4	4			$1,390		$1,390
*	*Report to A/C Cash Shortfalls Anticipated, if Applic.*	Should be done by 2/12. Not clear what role of OB would be in confirming this shortfall	6		4				$1,730		$1,730
*	*Draft Recognized Obligation Payment Schedule by 3/1/12*	May largely match IROPS if prepared by strict standards. Must be (1) certified by external auditor, then (2) approved by OB, then (3) sent to DOF and Controller.	4			4			$1,220		$1,220
*	*Present Recognized Obligation Payment Schedule to OB*	May need to coordinate creation of OB to ensure the ROPS is approved by 4/15	6		2				$1,450		$1,450
	Prepare Monthly Report Reconciling Payments	Envision a schedule comparing actual	2			4			$830		$830
	Compute Unencumbered Balances for Transfer	No specific timeframe but required under	4		12	6			$3,120		$3,120
	Organizational Transition										***$0***
	Assess General Fund Implications, as needed	Fund and clear delineation of General Fund direct impacts, including possible new revenues from wind-down activities							$0		$0
*	*Transition Affordable Housing Monitoring Resp.*	Who/how will existing housing obligations be managed and monitored?							$0		$0
*	*Transition DDA/OPA Oversight Resp.*	Who/how will existing nonhousing obligations be managed and monitored?							$0		$0
*	*Develop Management & Organizational Structure*	Ensure that all other enforceable obligations are performed as required (HSC 34177(c))							$0		$0
	Startup of Oversight Board with Resp Agencies										***$6,310***
	Coordination with Agencies	Help them understand role, responsibilities, process. Cost varies depending on relationship with taxing agencies involved, level of sophistication, etc.	8						$1,560		$1,560

SUCCESSOR AGENCY - ONE-TIME AND TRANSITION SERVICES BUDGET*

City of Bell

**estimated budget- some items may require more time and some items may require less*

Activity	Notes	Consultant Billing Rates and Hours							Reimb.	Total Cost
		Prin. $195	SrAssoc. $160	Assoc. $140	SrAnyst $110	Analyst $100	ResAsst $90	Subtotal		
Kickoff/Organizational/ROPS Orientation Meeting	Network, promote progress not just fire sale, review ROPS. Develop bylaws for OB approval. Facilitate communication with State and Governor's office regarding board composition and vacancies, as appropriate. Note ROPS must be approved by OB prior to 4/15.	10		20				$4,750		$4,750

* = *Highest Priority activities because funding obligations may be compromised if not completed accurately and timely.*

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

Rosenow Spevacek Group, Inc.

///

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
ROSENOW SPEVACEK GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___day of _____, 2012 by and between the City of Bell, a municipal corporation ("City") and Rosenow Spevacek Group, Inc., ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has procured the performance of the services defined and described particularly in Section 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services

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contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Five Thousand Dollars ($25,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time periods established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time periods specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Felise Acosta	Principal/Vice President
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any

loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of

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subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Agent Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is

required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost

of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other

discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five-Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has

initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

No officer or employee of the Agency shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times

avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

_____
Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, ____ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Operational Startup

1. Revised financial projections for Agency to assess dollars available to City and Successor Agency. Make information available to City Council for their review.
2. Assemble pertinent records from RDA.
3. Reverse/Document City-RDA Asset Transfer (if City directs).
4. Creation of Successor Agency website.

B. Financial Transition

1. Work with Finance Department on ROR Fund creation.
2. Develop Midyear 2011 and 2012 Operational Budget.
3. Develop Successor Agency Administrative Budget.
4. Report to A/C Cash Shortfalls Anticipated, if applicable.
5. Draft Recognized Obligation Payment Schedule.
6. Present Recognized Obligation Payment Schedule to Oversight Board.
7. Compute Unencumbered Balances for Transfer.

C. Organizational Transition

1. Assess General Fund Implications, as needed.
2. Transition Affordable Housing Monitoring Responsibilities.
3. Transition DDA/OPA Oversight Responsibilities.
4. Develop Management & Organizational Structure.

D. Startup of Oversight Board with Responsible Agencies

1. Coordination with Agencies.

2. Kickoff/Organizational/ROPS Orientation Meeting.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A. Midyear 2011 and 2012 Operational Budget.

B. Successor Agency Administrative Budget.

C. Recognized Obligation Payment Schedule.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

A. Monthly Report Reconciling Payments by the fifth day of the succeeding month.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

V. Contractor will utilize the following personnel to accomplish the Services:

A. Felise Acosta

VI. Contractor shall perform such other work as described in the attached Letter of Engagement. In the event of any discrepancy or conflict between this Exhibit and the Letter of Engagement, the terms of this Exhibit shall control.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 1.7 is waived because the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATES	TIME	SUB-BUDGET
A.	**Task A**	**Per Exhibit C-1**	**Not to exceed 52 hours**	**$7,000**
B.	**Task B**	**Per Exhibit C-1**	**Not to exceed 78 hours**	**$12,000**
C.	**Task C**	**Per Exhibit C-1**	**Undetermined**	**No Charge**
D.	**Task D**	**Per Exhibit C-1**	**Not to exceed 38 hours**	**$6,000**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $25,000, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are described in the attached Letter of Engagement.

VII. The attached Letter of Engagement contains additional detail by which Contractor shall be bound. In the event of any discrepancy or conflict between this Exhibit and the Letter of Engagement, the terms of this Exhibit shall control.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		Days to Perform	Deadline Date
A.	**Task A**	**18 days from Notice to Proceed**	**February 12, 2012**
B.	**Task B**	**34 days from Notice to Proceed**	**March 1, 2012**
C.	**Task C**	**34 days from Notice to Proceed**	**March 1, 2012**
D.	**Task D**	**46 days from March 1**	**April 15, 2012**

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A. Midyear 2011 and 2012 Operational Budget by February 12, 2012.

B. Successor Agency Administrative Budget by February 12, 2012.

C. Recognized Obligation Payment Schedule by March 1, 2012.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

IV. The attached Letter of Engagement contains additional detail by which Contractor shall be bound. In the event of any discrepancy or conflict between this Exhibit and the Letter of Engagement, the terms of this Exhibit shall control.

City of Bell
Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council
Chair and Members of the Community Redevelopment Agency

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce
Arne Croce, Interim Chief Administrative Officer

SUBJECT: **Consideration of adopting various resolutions in response to California Supreme Court decision regarding Redevelopment and AB1x26.**

RECOMMENDATION:

Adopt the following resolutions:

1. A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL, CALIFORNIA AMENDING AND UPDATING ITS ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS) AND ADOPTING A PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (PDROPS) PURSUANT TO HEALTH AND SAFETY CODE § 34177 AND TRANSMITTING THE DRAFT PDROPS TO THE SUCCESSOR AGENCY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL REGARDING FORGIVENESS OF LOANS TO THE BELL COMMUNITY REDEVELOPMENT AGENCY.

3. A RESOLUTION OF THE CITY OF BELL COMMUNITY REDEVELOPMENT AGENCY REGARDING FORGIVENESS OF LOANS TO PUBLIC BODIES

BACKGROUND/DISCUSSIONS:

At the January 13, 2012 meeting, the City Council received a report from the City Attorney on the status of redevelopment in California as a result of the Supreme Court decision on December 19, 2012 in the *Community Redevelopment Association v. Matosantos (No. S194861).* The report summarized and highlighted the major implications to cities and the required actions cities need to complete by the prescribed deadlines and time periods. Attached is a copy of the January 5, 2011 report from City Attorney for your reference. In summary the critical actions with sensitive timelines that must be completed to comply with AB1x26 are as follows:

On or before February 1, 2012

1. Community Redevelopment Agency amend and re-adopt the Enforceable Obligation Payment Schedule and the Preliminary Draft Recognized Obligation Payment Schedule.

   Enforceable obligations refer to the pre-existing actual obligations, which may include existing bonds, existing loans, payments required by federal government, and any other legally binding and enforceable agreement or contracts, or contracts for continued administration while Redevelopment Agency still exists and any required payments for judgment and settlements.

   Pursuant to a provision in AB1x26, codified as Health and Safety Code Section 34177, the City as Successor Agency is required to maintain an Enforceable Obligation Payment Schedule (EOPS), a Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) and to provide these payment schedules. The Enforceable Obligation Payment Schedule (EOPS) and the Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) was approved by the Redevelopment Agency on August 24, 2011 and September 28, 2011, respectively. With the decision of the Supreme Court to uphold the validity of AB1x26, it is necessary for the Redevelopment Agency to update its Enforceable Obligation Payment Schedule (EOPS) and Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) and re-adopt them. This is an opportunity for the City to re-review the schedule and ensure that it is complete before re-adoption.

   In addition, the Redevelopment Agency must transmit the amended and re-adopted Enforceable Obligation Payment Schedule (EOPS) and Preliminary Draft Recognized Obligation Payment Schedule (PDROPS) to the Successor Agency so that pledges of revenue associated with enforceable obligations of the former redevelopment agency are honored. The payment schedules are required to be posted on the website. The Redevelopment Agency is also required to notify the County auditor-controller, the State Controller and the State Department of Finance that the EOPS and PDROPS have been adopted.

   Exhibit A and Exhibit B attached to this report and to the Resolutions for amending and readopting the two schedules show the list of the enforceable obligations. Given the short period of time to update and prepare the enforceable obligations, the two schedules may need some revisions in the near future as staff continues to research and refine the lists. Staff will forward revisions to the two obligations payment schedules to the City Council acting as "Successor Agency " for review and re-adoption before the final deadline of March 1, 2012.

2. City Council must state whether or not the City has forgiven, in whole or in part, loans to the Community Redevelopment Agency between the period of January 2010 through December 2011 and must file a copy of the resolution to the Office of State Controller.

   AB 936 adopted in 2011 adds provisions to the California Redevelopment Law regarding the forgiveness of loans between redevelopment agencies and other public bodies. It requires redevelopment agencies and public bodies to adopt a resolution on or before February 1, 2012, stating whether or not, during the period from January 1, 2010, through

December 31, 2011, the redevelopment agency or public body has forgiven, in whole or in part, any loan made by the public body to a redevelopment agency or any loan made by the redevelopment agency to a public body. A copy of the resolution must be sent to the Office of the State Controller and, if the body adopting the resolution is not City Council, a copy of the resolution must also be sent to the City Council.

The City has provided a loan of $4.27 million to the Redevelopment Agency but the City did not forgive in whole or in part this loan. The loan amount should be included in the updated/amended Recognized Obligation Payment Schedule (ROPS) and Preliminary Draft Enforceable Obligation Payment Schedule (PDROPS). To comply with the AB 936, codified as Health and Code Section 33354, City should adopt a resolution to state that during the relevant time period, between January 1, 2010, through December 31, 2011, the City has not forgiven any loan made to the Redevelopment Agency and the Redevelopment Agency has no loans outstanding to any public bodies.

3. Create a Redevelopment Retirement (not a pension fund but a repayment of bonds, loans, contractual obligations, debts, etc.) Fund.

   This Fund is the account into which the County Auditor-Controller shall transfer an amount of property tax revenues equal to that specified in the Recognized Obligation Payment schedule (ROPS) so that the Redevelopment Agency can cover its enforceable obligations.

The following items 4 through 8 will be discussed further in a separate staff report under the joint Agenda Section of "The City acting as Successor Agency" and the Bell Community Housing Authority.

4. Affirms City Council as the "Successor Agency" to the Community Redevelopment Agency. Pursuant to AB1x26, codified as Heath and Safety Code Section 34173 (d) (1), the City by operation of the law would automatically becomes the "Successor Agency."

5. City elects to and retains the housing assets and functions of the dissolved Bell Community Redevelopment Agency and transfer the housing assets and functions to Bell Community Housing Authority.

   AB1X26 authorizes a city that has established a redevelopment agency to "elect" to retain housing assets and function.

6. Bell Community Housing Authority accepts the housing assets and functions from the dissolved Community Redevelopment Agency.

   The Bell Community Housing Authority should adopt a resolution to formerly accept the transfer of the housing assets and functions to the Housing Authority.

7. City as Successor Agency receives and accepts the amended Enforceable Obligation Payment Schedule and the Preliminary Draft Recognized Obligation Payment Schedule.

8. Authorize the Interim Chief Administrative Officer to undertake administrative actions necessary to comply with AB1x26.

On or Before March 1, 2012

1. Adopt a Recognized Obligation Payment Schedule (ROPS). This is a permanent schedule of obligations that replaces the previously adopted Enforceable Obligation Payment Schedule (EOPS).

   The Successor Agency must have adopted or re-adopted its Recognized Obligation Payment Schedule (ROPS), which must be acceptable to the Oversight Board, the State Controller and the Department of Finance. The only Redevelopment Agency related payments allowed will be those payments listed on the Recognized Schedule. The Recognized Obligation Payment Schedule replaces the Statements of Indebtedness, which would no longer exist or have any effect. The Recognized Schedule must be prepared by the Successor Agency every six months, subject to the approval of the Oversight Board.

On or before April 1, 2012

1. Report to the County Auditor-Controller whether the total amount of property tax available to the Agency will be sufficient to fund its Recognized Obligation Payment Schedule (ROPS) obligations over the next six-month fiscal period.

On or before April 15, 2012

1. Send adopted Recognized Obligation Payment Schedule (ROPS) to the State Controller and the State Department of Finance for approval. The ROPS is to be subjected to approval by the Oversight Board.

   Oversight Board. The function of this Board is to oversee the Successor Agency through the process of "winding down" the Redevelopment Agency. The Board works in conjunction with the County Auditor-Controller and the Department of Finance. The Board is authorized to direct and approve certain actions of the Successor Agency. When all indebtedness of a redevelopment agency has been paid, the Board automatically dissolves. The Board is locally appointed and consisted of 7 members.

   - 1 member appointed by County Board of Supervisor
   - 1 member appointed by the largest special district (generally not a school district)
   - 1 member appointed by the Mayor of the City
   - 1 member appointed by the County Superintendent of Education
   - 1 representative from the Chancellor of California Community Colleges
   - 1 member of the public appointed by the County
   - 1 member appointed by the Mayor from a member representing an employee from the former Redevelopment Agency

By May 1, 2012

1. Oversight Board begin operations, file report of membership with State department of Finances.

2. The Recognized Obligation Payment Schedule (ROPS) replaces the Enforceable Obligation Payment Schedule (EOPS). City may only pay those obligations listed in the approved ROPS.

By May 16, 2012

1. The County Auditor-Controller transfer property tax to the City in an amount equal to the cost of the obligations specified in the Recognized Obligations Payment Schedule (ROPS). This amount is transferred into city's Redevelopment Obligation Retirement Fund, and the payment from this fund are used to satisfy the obligations identified in the ROPS.

ATTACHMENTS:

1. Exhibit A - Enforceable Obligation Payment Schedule (EOPS)
2. Exhibit B - Preliminary Draft Recognized Obligation Payment Schedule (PDROP
3. Resolution to amend and re-adopt the Enforceable Obligations Payment Schedule (EOPS) and Preliminary Draft Recognized Obligations Payment Schedule (PDROPS) with Exhibits A and B
4. Resolution - City Council statement on forgiveness of loans to Redevelopment Agency
5. Resolution - Redevelopment Agency statement on forgiveness of loans on public bodies

City of Bell
Redevelopment Agency
Agenda Report

DATE: January 5, 2012

TO: Honorable Mayor and City Council of the City of Bell

BY: David J. Aleshire, City Attorney

SUBJECT: Update: California Supreme Court Decision Concerning Redevelopment & AB1X26

RECOMMENDATION:
Receive and file this report on the status of redevelopment in California given the December 29th Supreme Court decision in *Community Redevelopment Association v. Matosantos (No. S194861)*. Staff will bring further items forward to the City Council for action as time deadlines and legal developments dictate.

Consider submission of support for urgency Senate Bill (SB) 659.

SUMMARY:
On December 29, 2011, the California Supreme Court announced its decision in *Community Redevelopment Association v. Matosantos (No. S194861)* in which the Court upheld ABX126 (the redevelopment "elimination" bill), but struck down ABX1 27, the bill that would have allowed agencies to continue after making a payment to the State. Without immediate legislative action, the Court's ruling essentially means that redevelopment in California is abolished. As it currently stands, redevelopment agencies will be dissolved on Feb. 1, 2012. The decision further means that redevelopment agency activities continue to be suspended and agencies will be required to wind-up activities, dispose of agency assets and dissolve in the coming months.

BACKGROUND:
Earlier this year as part of its 2011-12 budget proposal, Governor Brown's Administration proposed permanently shutting-down 425 local redevelopment agencies throughout California. The proposal represented a continued effort on behalf of the Brown Administration to end redevelopment and/or raid local government funds. Two Assembly Bills were drafted, AB1X26 the Redevelopment Dissolution Act and AB1X27 the Alternative Redevelopment Program Act or "Opt In" Bill. These two bills were passed as part of the 2011-12 State budget and work together to eliminate redevelopment agencies ("AB1X26") unless the agencies agree to pay the State $1.7 billion in the current fiscal year and $400 million to schools and special districts in subsequent budget years ("AB1X27").

Agencies throughout California argued that the two Bills would bring little financial benefit to the State, but would permanently destroy hundreds of thousands of jobs which would result in the loss of billions in local economic activity. The elimination of redevelopment would also take

AGENDA ITEM NO. ____

away the most significant tool available to local governments to meet the States infill and land-use objectives.

In July 2011, California Redevelopment Association ("CRA") in conjunction with the League of California Cities ("League") and several individual cities filed a lawsuit in the California Supreme Court challenging the constitutionality of AB1X26 and AB1X27. The CRA/League legal team argued that these two budget bills directly violated Proposition 1A (2004), Proposition 22, and Article 16, of the California Constitution.

THE DECISION:

On December 30, 2011, the State Supreme Court announced their opinion on the CRA/League challenge and ruled to uphold AB1X26 finding the Dissolution Act constitutional and striking down AB1X27 finding the Alternative Redevelopment Program Act unconstitutional. (*Community Redevelopment Association v. Matosantos (No. S194861)I.*) The Court's decision means that all redevelopment agencies will be dissolved under AB1X26, and none will have the opportunity to opt into continued existence under the now unconstitutional AB1X27. The Court also determined to push back the deadlines in the Dissolution Act arising prior to May 1, 2012, by a period of four months. This means, all RDA's will be dissolved and their Successor Agencies will begin to function on February 1, 2012.

In the *Matosantos* decision, the Supreme Court found that redevelopment agencies are a creature of State law and, just as the Legislature had the authority to create them, it could also abolish them and, therefore, AB1X26 was a legitimate exercise of State power. However, with respect to AB1X27, which compelled the "voluntary payment" of redevelopment funds to the State and other taxing agencies, these payments were not voluntary and were contrary to Prop 22. Accordingly, AB1X27 was invalid. CRA also argued that the two pieces of legislation were part of a comprehensive legislative scheme and were not, as contended by some Legislators, severable. Therefore, as the Supreme Court found, the invalidation of AB1X27 absolutely did not require the simultaneous invalidation of AB1X26. In other words, while several Legislators have stated that the two bills were absolutely not intended to "kill" redevelopment, the Supreme Court unequivocally found that the language in the bills did not bear out such an intention. The Court found that the plain language of the legislation expressly made the two bills separable such that AB1X26 would be upheld as a stand-alone law—and the Court felt compelled to this reslt despite one dissenting opinion. This flies in the face of what various Legislators are now saying as to their intent in supporting the bills.

MAJOR IMPLICATIONS FOR CITIES AND REDEVELOPMENT AGENCIES:

As of January 13, 2012, the City is deemed by operation of law to act as the Successor Agency to the Redevelopment Agency. In this capacity, the City must "wind-down" the Agency functions and assets under the guidance of an "Oversight Committee". The Supreme Court decision sets a number of new deadlines and critical time periods, the soonest of which are shown in the AB1X26 Timeline attached hereto as Attachment 1.

A. *Definitions*: AB1X26 contains some key definitions and concepts that are critical to understanding how the bill works:

- "Enforceable obligations" refers to actual obligations pre-existing the Bill's passage. These include existing bonds, existing loans, payments required by the federal

government, and any other "legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy." "Enforceable obligations" also include contracts for the continued administration of the Agency (while it still exists) and any required payments for judgments or settlements.

- "Successor Agency" means the agency charged with the responsibility of paying or performing enforceable obligations, disposing of redevelopment agency assets and winding up the business of the agency. Generally, this means the City--and the City becomes the Successor Agency by operation of law on January 13, 2012, per the Supreme Court's ruling. If the City does not want to be the Successor, it has to so inform the county auditor-controller by January 13, 2012, in which case another successor will be "assigned to" the Agency's assets by the County and/or State.

- "Oversight Board" refers to the local appointed board that will, in conjunction with the county auditor-controller and the Department of Finance, oversee Successor Agencies through the process of "winding up" each redevelopment agency. In general, "Oversight Boards" will consist of (i) a member appointed by the county board of supervisors, (ii) a member appointed by the largest special district in the territorial jurisdiction, (iii) a member appointed by the mayor of the city that formed the agency, (iv) a member appointed by the county superintendent of education to represent schools, (v) a representative from the Chancellor of California Community Colleges, (vi) a county-appointed member of the public, and (vii) a member representing employees of the former agency appointed by the mayor. Oversight boards are authorized to direct and approve certain actions of successor agencies. When all indebtedness of a redevelopment agency has been paid, the oversight board automatically dissolves.

- "Taxing agencies" refers to those agencies that receive pass-through payments and distributions of property taxes—primarily schools, the county and special districts.

B. *The "Big Freeze" is Ongoing*: There is currently in effect a "freeze" upon the ability of agencies to perform *new* business. This is unaffected by the Supreme Court decision. Since June 29, 2011, agencies *have been disallowed* from incurring new or expanding existing monetary or legal obligations; they cannot incur debt, provide financial assistance, amend or modify existing agreements, forgive loans, renew leases, dispose of or transfer assets, buy or sell real property, increase or transfer deposits in the Low and Moderate Income Housing Fund, approve or amend redevelopment or implementation plans, or increase compensation for agency employees, etc. Agencies also may not form a joint powers authority or become a member of one, commence a condemnation proceeding, accept financial assistance from state or federal sources, or prepare an environmental impact report. The only exception to this "freeze" is that agencies may continue to meet their enforceable obligations. "Enforceable obligations" are to be construed narrowly, so obligations that are anything less than a firm contract establishing fully-negotiated deal points may not qualify as enforceable obligations.

C. *A Number of Critical Actions Must be Complete Before February 1, 2012*: The Supreme Court decision sets a number of new deadlines and critical time periods, the soonest of which are shown in the AB1X26 Timeline attached hereto as Attachment 1.

- The Agency must adopt (or re-adopt) an "Enforceable Obligation Payment Schedule" by February 1, 2012. This Schedule is a list of *every* pre-existing, enforceable obligation that must be continued under the terms of a contract, judgment, settlement, bond, or other such binding obligation. The Schedule must list project details, payees and the amount of payments due, by month, through December 2011. Payment schedules for pre-existing bonds and for agency employee compensation may be aggregated. Although the Agency has previously adopted this schedule, the Supreme Court decision says it must be re-adopted, thus giving City staff an opportunity to re-review the schedule and ensure that it is complete.

- Successor Agency must create a Redevelopment Obligation Retirement Fund by February 1, 2012. This Fund is the account into which the county auditor-controller shall transfer an amount of property tax revenues equal to that specified in the Recognized Obligation Payment Schedule so that the Agency can cover its enforceable obligations.

- By February 1, 2012, the Successor Agency must determine whether it will elect to retain the housing functions of the Redevelopment Agency. AB1X26 does not eliminate a city or county's affordable housing needs or obligations or divest the city or county of authority over affordable housing. Instead, AB1X26 "authorizes" the city or county that established a redevelopment agency to "elect" to retain housing assets and functions. Importantly, even if the City retains such housing functions, it still must surrender all the former Agency's Low and Moderate Income Housing Funds to the county auditor-controller for distribution to the taxing agencies. In short, cities may retain their housing functions, but will lose their established funding to do so. The City of Bell will become the Successor Housing Agency to the former Agency and it is recommended that the City will take over and assume the housing functions. Ultimately, the City will transfer such functions to the Bell Housing Authority.

D. *February 1, 2012, Will be the Date of Dissolution of All Redevelopment Agencies*: Redevelopment agencies will cease to exist as of February 1, 2012. At that time, all Agency property and obligations would be transferred to the Successor Agency. The Successor Agency will be overseen by an Oversight Board, the county auditor-controller and the Department of Finance. Tax increment will no longer exist, but property taxes will continue to be allocated to pay previously-incurred enforceable obligations of the redevelopment agency. Also, as of that date:

- Unobligated Low and Moderate Income Housing Funds (i.e., those housing funds that are not required to meet "enforceable obligations") will be transferred to the county auditor-controller for distribution to the taxing agencies.

- The Successor Agency will be required to repay existing indebtedness, complete existing contractual obligations and otherwise wind-up operations of the Agency. As noted above, AB1X26 states a clear intent that Successor Agencies must preserve Agency assets for the benefit of the Taxing Agencies. To this end, any fund or asset transfers made by the Successor Agency that are not clearly related to a pre-existing, enforceable obligation to a third party will be subject to scrutiny.

- By March 1, 2012, the Successor Agency must have adopted (or re-adopted) its Recognized Obligation Payment Schedule, which must be acceptable to the Oversight Board, State Controller and Department of Finance. The only Agency-related payments allowed will be those payments listed on the Recognized Schedule. The Recognized Obligation Payment Schedule replaces Statements of Indebtedness, which would no longer exist or have any effect. The Recognize Schedule must be prepared by the Successor Agency every six months, subject to the approval of the Oversight Board. Even though the Agency/City has already adopted a Recognized Obligation Payment Schedule pending the Supreme Court case, the new deadlines set by the Supreme Court allow City staff to review, revisit and revise the Schedule before re-adopting it.

- By April 1, 2012, the Successor Agency must report to the county auditor-controller whether the total amount of property tax available to the Agency will be sufficient to fund its obligations under the Recognized Obligation Payment Schedule over the next six-month fiscal period.

- The adopted Recognized Obligation Payment Schedule must be transmitted to the Department of Finance and State Auditor-Controller by April 15, 2012.

- The Department of Finance takes on a new oversight role with respect to the actions of redevelopment agencies, successor agencies and Oversight Boards. Any action of these entities does not become effective for three business days, during which the Department of Finance may give notice it wishes to review the action. If the Department of Finance gives such notice, it has ten days to approve the action or resubmit it for reconsideration.[1]

POSSIBLE FUTURE LEGISLATION:

On January 5, 2012, the League of California Cities issued an ABX126 Timeline and a memo outlining their interpretation of the Supreme Court decision, Attachments 1 and 2 respectively.

In light of the recent State Supreme Court decision, CRA and League representatives have vowed to work with State Legislators immediately to develop legislation to revive redevelopment in order to protect local communities, job creation and our economy. It is premature to speculate on the nature or likely outcome of such proposals, but staff will continue to monitor and provide timely information regarding the progress of any future legislative actions.

At a minimum, there is an effort to create a further 3-month extension on AB1X26 deadlines as the appointment of the Oversight Board, and determination as to how they will operate, is likely to take several months longer than anticipated by the Supreme Court's decision. This proposed legislative effort is being published as SB 659. Materials regarding SB 659, including proposed letters of support, are attached hereto as Attachment 3.

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[1] §§ 34169(i), 34179(h).

ATTACHMENTS:

(1) League of California Cities ABX126 Timeline
(2) League of California Cities Summary
(3) League SB 659 Materials

Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169(h)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payment Period (*) 1/1/12 - 6/30/12	Funding Source
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	2,018,368.76	576,684.38	Housing and Non-Housing Tax Increment Revenue
2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	10,000.02	Housing and Non-Housing Tax Increment Revenue
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	2,500.02	Housing and Non-Housing Tax Increment Revenue
4)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	232,904.46	Non-Housing Tax Increment Revenue
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	30,000.00	Housing and Non-Housing Tax Increment Revenue
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	180,000.00	Housing and Non-Housing Tax Increment Revenue
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	930,115.98	Non-Housing Tax Increment Revenue
10)	~~Loan Agreement~~	~~City of Bell~~	~~Loan agreement between the Redevelopment Agency and the City of Bell~~	~~4,256,641.64~~	~~2,128,320.84~~	~~Non-Housing Tax Increment Revenue~~
11)	~~Mobile Home Park Improvements~~	~~City of Bell~~	~~Funds to support infrastructure and other capital improvements and remediate health and safety hazards within Housing Authority-owned owned Mobile Home Parks~~	~~?~~	~~?~~	~~Housing and Non-Housing Tax Increment Revenue~~
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00	Housing Tax Increment Revenue
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00	Housing Tax Increment Revenue
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	248,874.48	Non-Housing Tax Increment Revenue
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	7,500.00	Housing Tax Increment Revenue
16)	Administrative Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	4,999.98	Housing Tax Increment Revenue
	Totals - This Page			$ 10,452,733.30	$ 6,135,949.16	
	Totals - Other Obligations			$ -	$ -	
	Grand total - All Pages			$ 10,452,733.30	$ 6,135,949.16	

* Some Payments are Estimates

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Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169(h)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payment Period (*) 1/1/12 - 6/30/12	Funding Source
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	2,018,368.76	576,684.38	Housing and Non-Housing Tax Increment Revenue
2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	10,000.02	Housing and Non-Housing Tax Increment Revenue
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	2,500.02	Housing and Non-Housing Tax Increment Revenue
4)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	232,904.46	Non-Housing Tax Increment Revenue
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	30,000.00	Housing and Non-Housing Tax Increment Revenue
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	180,000.00	Housing and Non-Housing Tax Increment Revenue
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	930,115.98	Non-Housing Tax Increment Revenue
10)	Loan Agreement	City of Bell	Loan agreement between the Redevelopment Agency and the City of Bell	4,256,641.64	2,128,320.84	Non-Housing Tax Increment Revenue
11)	Mobile Home Park Improvements	City of Bell	Funds to support infrastructure and other capital improvements and remediate health and safety hazards within Housing Authority-owned owned Mobile Home Parks	?	?	Housing and Non-Housing Tax Increment Revenue
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00	Housing Tax Increment Revenue
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00	Housing Tax Increment Revenue
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	248,874.48	Non-Housing Tax Increment Revenue
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	7,500.00	Housing Tax Increment Revenue
16)	Administrative-Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	4,999.98	Housing Tax Increment Revenue
	Totals - This Page			$ 10,452,733.30	$ 6,135,949.16	
	Totals - Other Obligations			$ -	$ -	
	Grand total - All Pages			$ 10,452,733.30	$ 6,135,949.16	

* Some Payments are Estimates

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RESOLUTION NO. 2012-12

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL, CALIFORNIA AMENDING AND UPDATING ITS ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS) AND ADOPTING A PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (PDROPS) PURSUANT TO HEALTH AND SAFETY CODE § 34177 AND TRANSMITTING THE DRAFT PDROPS TO THE SUCCESSOR AGENCY

WHEREAS, the Bell Community Redevelopment Agency ("Redevelopment Agency") is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.)*; and

WHEREAS, the City of Bell is a municipal corporation and a chartered city organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health and Safety Code Section 34177, the City as Successor Agency is required to maintain an "Enforceable Obligation Payment Schedule" (the "EOPS"), which schedule was adopted by the Agency on August 24, 2011. The Agency now wishes to amend and update its EOPS; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health and Safety Code Section 34177, the Agency is required to adopt a "Preliminary Draft Recognized Obligation Payment Schedule ("PDROPS") and transmit such PDROPS to the Successor Agency. A PDROPS was adopted September 28, 2011; however, as a result of the judicial stay and decision from *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, the Agency is required to re-adopt and update such PDROPS; and

WHEREAS, the Agency, having considered the matter, has determined, in its legislative discretion, that it is in the best interests of the Agency to update and amend the EOPS and adopt a PDROPS and transmit these schedules to the Successor Agency. The PDROPS shall be posted on the Agency's website or, in the event of the Agency's dissolution under AB1x26, on the Successor Agency's website; and

WHEREAS, Health & Safety Code Section 34169 requires redevelopment agencies to provide the PDROPS to their successor agency so that pledges of revenues associated with enforceable obligations of the former redevelopment agency are honored; and

WHEREAS, the Agency reserves the right, regardless of any actions taken pursuant to this Resolution, to challenge the legality of AB1x26 and seek reimbursement for compliance costs of this state-mandated program.

NOW, THEREFORE, the Bell Community Redevelopment Agency, resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. The amended and updated EOPS, attached hereto and incorporated herein by reference as Exhibit "A", is hereby adopted pursuant to Health & Safety Code Section 34169(g).

Section 3. The PDROPS, attached hereto and incorporated herein by reference as Exhibit "B", is hereby adopted pursuant to Health & Safety Code Section 34169(h).

Section 4. The Executive Director or his designee is hereby directed to transmit the EOPS and PDROPS to the City of Bell acting in its capacity as Successor Agency.

Section 5. The Executive Director or his designee is hereby directed to post this Resolution, the amended EOPS, and the PDROPS on the Agency's website and to provide notice of adoption of the EOPS and the PDROPS to the County auditor-controller, the State Controller and the State Department of Finance. A notification providing the website location of the posted schedules and notifications of any amendments shall suffice to meet this requirement.

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2012.

_____
CHAIR

ATTEST:

_____
AGENCY SECRETARY

Name of Redevelopment Ac City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payments by month						
					Jan	Feb	Mar	April	May	June	Total
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	2,018,368.76	0.00	0.00	0.00	576,684.38	0.00	0.00	$ 576,684.38
2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	$ 10,000.02
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	416.67	416.67	416.67	416.67	416.67	416.67	$ 2,500.02
4)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	$ 232,904.46
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	$ 180,000.00
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	$ 930,115.98
10)	Loan Agreement	City of Bell	Loan agreement between the Redevelopment Agency and the City of Bell	4,256,641.64	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	$ 2,128,320.84
11)	Mobile Home Park Improvements	Housing Authority	Funds to support infrastructure and other capital improvements and remediate health and safety hazards within Housing Authority-owned Mobile Home Parks	?	?	?	?	?	?	?	$ -
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00						$ 1,429,699.00
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00						$ 294,350.00
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	$ 248,874.48
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	$ 7,500.00
16)	Administrative-Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	833.33	833.33	833.33	833.33	833.33	833.33	4,999.98
											$ -
	Totals - This Page			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16
	Totals - Other Obligations			$ -						$ -	$ -
	Grand total - All Pages			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16

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Name of Redevelopment Ac City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payments by month						
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2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	$ 10,000.02
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	416.67	416.67	416.67	416.67	416.67	416.67	$ 2,500.02
4)	Wernlein Promissory Note	Pete Wernlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	$ 232,904.46
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	$ 180,000.00
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	$ 930,115.98
10)	Loan Agreement	City of Bell	Loan agreement between the Redevelopment Agency and the City of Bell	4,256,641.64	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	$ 2,128,320.84
11)	Mobile Home Park Improvements	Housing Authority	Funds to support infrastructure and other capital improvements, and remediate health and safety hazards within Housing Authority-owned Mobile Home Parks	?	?	?	?	?	?	?	$ -
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00						$ 1,429,699.00
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00						$ 294,350.00
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	$ 248,874.48
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	$ 7,500.00
16)	Administrative-Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	833.33	833.33	833.33	833.33	833.33	833.33	4,999.98
											$ -
	Totals - This Page			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16
	Totals - Other Obligations			$ -						$ -	$ -
	Grand total - All Pages			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16

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RESOLUTION NO. 2012-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL REGARDING FORGIVENESS OF LOANS TO THE BELL COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, Health & Safety Code Section 33354.8 requires the adoption on or before February 1, 2012, of a resolution stating whether or not the repayment, wholly or partially, of a loan, advance, or indebtedness owed by a public body to a redevelopment agency or by a redevelopment agency to a public body, has been forgiven during the period of time commencing January 1, 2010, through December 31, 2011.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

Section 1. During the period of time from January 1, 2010, through December 31, 2011, the City did not forgive, wholly or partially, any loans to the Agency.

Section 2. The City Clerk shall transmit a copy of this resolution to the Office of the State Controller.

Section 3. The City Clerk shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED AND ADOPTED this 25th day of January, 2012.

Ali Saleh
Mayor

ATTEST:

Patricia Healy
Interim City Clerk

RESOLUTION NO. 2012-14

A RESOLUTION OF THE CITY OF BELL COMMUNITY REDEVELOPMENT AGENCY REGARDING FORGIVENESS OF LOANS TO PUBLIC BODIES

WHEREAS, Health & Safety Code Section 33354.8 requires the adoption on or before February 1, 2012, of a resolution stating whether or not the repayment, wholly or partially, of a loan, advance, or indebtedness owed by a public body to a redevelopment agency or by a redevelopment agency to a public body, has been forgiven during the period of time commencing January 1, 2010, through December 31, 2011.

NOW THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BELL DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

Section 1. During the period of time from January 1, 2010, through December 31, 2011, the Agency did not forgive, wholly or partially, any loans to any public body.

Section 2. The Agency Secretary shall transmit a copy of this resolution to the City Council of the City of Bell and to the Office of the State Controller.

Section 3. The Agency Secretary shall certify as to the adoption of the Resolution and shall cause the same to be processed in the manner required by law.

PASSED AND ADOPTED this 25th day of January, 2012.

_____
Ali Saleh
Agency Chair

ATTEST:

_____
Agency Secretary

City of Bell
Agenda Report

DATE: January 25, 2012

TO: Mayor and Members of the City Council acting as "Successor Agency"
Chair and Members of Bell Community Housing Authority

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce
Arne Croce, Interim Chief Administrative Officer

SUBJECT: **Consideration of various resolutions regarding City acting as "Successor Agency" to comply with Redevelopment and AB1x26.**

RECOMMENDATION:

Adopt the following resolutions:

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING THAT THE CITY OF BELL ELECTS TO, AND SHALL, SERVE AS THE SUCCESSOR AGENCY TO THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34173.

2. A RESOLUTION OF THE CITY OF BELL ACTING IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY, CALIFORNIA RECEIVING AND ADOPTING ITS ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS) AND RECEIVING AND ADOPTING A PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (PDROPS) PURSUANT TO HEALTH AND SAFETY CODE § 34177 AND TRANSMITTING THE DRAFT PDROPS TO THE NECESSARY AGENCIES

3. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DETERMINING THAT THE CITY OF BELL ELECTS TO, AND SHALL RETAIN THE HOUSING ASSETS AND FUNCTIONS OF THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE § 34176 AND HEREBY TRANSFER SUCH HOUSING FUNCTIONS AND ASSETS TO THE BELL COMMUNITY HOUSING AUTHORITY.

4. A RESOLUTION OF THE BOARD OF THE BELL COMMUNITY HOUSING AUTHORITY OF THE CITY OF BELL, CALIFORNIA, ACCEPTING FROM THE CITY THE RETAINED HOUSING ASSETS AND FUNCTIONS OF THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY

AGENDA ITEM NO.

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5. A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL, CALIFORNIA, ACTING AS SUCCESSOR AGENCY TO THE CITY OF BELL COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO UNDERTAKE ALL ADMINISTRATIVE ACTIONS NECESSARY TO COMPLY WITH ABx1 26

BACKGROUND/DISCUSSIONS:

This staff report is related to the staff report under City Council and Community Redevelopment Agency Agenda for the consideration of various resolutions in response to California Supreme Court decision regarding Redevelopment and AB1x26. This report focuses on the critical actions that must be completed by the City acting in the capacity of "Successor Agency," in addition to the actions needed for Bell Community Housing Authority. The actions must be completed before February 1, 2012 to comply with AB1x26.

1. Affirms City Council as the "Successor Agency" to the Community Redevelopment Agency.

   Pursuant to AB1x26, codified as Heath and Safety Code Section 34173 (d) (1), the City by operation of the law would automatically becomes the "Successor Agency." However, it is appropriate to adopt a resolution to affirm the City of Bell acting as the "Successor Agency." The "Successor Agency" is charged with the responsibility of paying and performing enforceable obligations, disposing of redevelopment agency assets and winding down the business of the redevelopment agency.

2. City elects to and retains the housing assets and functions of the dissolved Bell Community Redevelopment Agency and transfer the housing assets and functions to Bell Community Housing Authority.

   AB1x26 is not "housing friendly"; while it allows for the transfer of housing assets and functions to the city or local housing authority of the redevelopment agency, the transfer also results in the transfer of the redevelopment agency's affordable housing needs or obligations. AB1x26 does not precisely define the term "housing assets and functions." This could mean that the City or Housing Authority would be responsible for maintaining the affordability of any existing affordable units transferred to the Housing Authority and assume the responsibility of meeting the Redevelopment Agency's current housing affordability unit need. Additionally, the law states that even if the City retains such housing assets and functions, it still must surrender any unencumbered fund balance in the Redevelopment Agency's Low and Moderate Income Housing Fund along with any unencumbered non-housing Redevelopment Agency Fund balance to the County auditor-controller for distribution to the taxing agencies (schools, county and other special districts).

   ASSETS
   The property assets that the Bell Community Redevelopment Agency owns consisted of 42 legal parcels where 20 of the parcels are public facilities such as City Hall, Parks, Police and Fire Stations, Community Center, Library and public parking lots. In addition, Bell Community Redevelopment Agency own the residential property on 4224

Florence, the Oaks, which has 63 units for affordable and senior housing. This housing asset will have to transfer to Bell Community Housing Authority for administration of the property. Currently City has an agreement with a third party non-profit organization (National Community Renaissance of California) to manage the housing complex.

The property assets that the Bell Community Housing Authority owns are as follows:

- Bell Mobile Home Park – 152 units
- Florence Village Mobile Home Park – 200 units
- 18 other residential properties with a total of 64 units.

These properties are already owned by the Bell Community Housing Authority and there is no need to transfer these properties.

RESPONSIBILITIES
Since the Bell Community Housing Authority has owned and operated the previously identified properties for some time, the duties of the Housing Authority in regard to these properties would not change. However, to the extent that Bell Community Redevelopment Agency Low and Moderate Income Housing Funds have been used by the Housing Authority for the support of these units and these funds will no longer be available pursuant to AB1x26, this lack of funding may create a new financial obligation to the Housing Authority.

With regard to the Bell Community Redevelopment Agency Affordable Housing Unit Obligations (15% of all housing units created within the redevelopment project area is required to reserve as affordable for low and moderate income persons) the last assessment of the status of the inclusionary (low and moderate income) housing obligations conducted by RSG in 2010 indicated that the Redevelopment Agency had met its obligations to date (Draft 2009-10 to 2013-14 five year Implementation Plan).

3. Bell Community Housing Authority accepts the housing assets and functions from the dissolved Community Redevelopment Agency.

   The Bell Community Housing Authority should adopt a resolution to formerly accept the transfer of the housing assets and functions to the Housing Authority.

4. City as Successor Agency receives and accepts the amended Enforceable Obligation Payment Schedule (EOPS) and the Preliminary Draft Recognized Obligation Payment Schedule (PDROPS).

   As stated in the related City Council/Redevelopment Agency staff report, the City acting as "successor Agency" need to adopt a resolution to receive and accept the amended Enforceable Obligation Payment Schedule (EOPS) and the Preliminary Draft Recognized Obligation Payment Schedule (PDROPS).

5. Authorize the Interim Chief Administrative Officer to undertake administrative actions necessary to comply with AB1X26.

Given that there may be additional actions necessary and not currently known, the City Council may wish to authorize the Chief Administrative Officer and his authorized designees to take all actions necessary to be in compliance with AB1x26 to allow the Redevelopment Agency to be dissolved as of February 1, 2012.

ATTACHMENTS

1. Resolution - City elects to act as "Successor Agency"
2. Resolution - Successor Agency receives and accepts the EOPS and PDROPS
3. Resolution - Successor Agency retains Housing Assets and Functions and transfer to Bell Community Housing Authority
4. Resolution - Bell Community Housing Authority accepts Housing Assets and functions
5. Resolution- Successor Agency authorize Chief Administrative Officer to undertake all necessary actions to comply with AB1x26.

RESOLUTION NO. 2012-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DETERMINING THAT THE CITY OF BELL ELECTS TO, AND SHALL, SERVE AS THE SUCCESSOR AGENCY TO THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34173.

WHEREAS, the Bell Community Redevelopment Agency ("Redevelopment Agency") is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.*); and

WHEREAS, the City of Bell is a municipal corporation and a chartered City organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc. et al., Case No. S196861*, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health & Safety Code §34173(d)(1), the City, in the case of a redevelopment agency of a City, automatically becomes the "Successor Agency" to its dissolved redevelopment agency and is charged with the responsibility of winding up the affairs of the dissolved redevelopment agency pursuant to AB1x26, unless the City Council adopts a resolution electing to not serve as the Successor Agency and thereafter files a copy of such resolution with the county auditor-controller; and

WHEREAS, the California Supreme Court, in footnote 25 of its opinion, extended to January 13, 2012 the deadline for a City to make its decision on whether to decline to be the Successor Agency of the dissolved Redevelopment Agency; and

WHEREAS, the City Council, having considered the matter, has determined, in its legislative discretion, that it is in the best interests of the City for the City to serve as the Successor Agency to the dissolved Redevelopment Agency.

NOW, THEREFORE, The City Council of the City of Bell resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. The City Council of the City of Bell hereby affirmatively determines that the City of Bell elects to, and shall, serve as the Successor Agency to the dissolved City of Bell

Community Redevelopment Agency. By adopting this Resolution, the City, the Redevelopment Agency and/or the City of Bell Community Housing Authority do not in any way waive or relinquish any claims or legal challenges to the validity of AB1x26 either on its face or as applied.

Section 3. The Chief Administrative Officer and his authorized designees are hereby authorized and directed to take such other and further actions and sign such and further documents as is necessary and proper to implement this Resolution on behalf of the City.

Section 4. The City Clerk shall file a copy of this Resolution with the Los Angeles County Clerk/Recorder no later than 5:00 PM on January 31, 2012.

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2012.

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION NO. 2012-16

A RESOLUTION OF THE CITY OF BELL ACTING IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY, CALIFORNIA RECEIVING AND ADOPTING ITS ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS) AND RECEIVING AND ADOPTING A PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (PDROPS) PURSUANT TO HEALTH AND SAFETY CODE § 34177 AND TRANSMITTING THE DRAFT PDROPS TO THE NECESSARY AGENCIES

WHEREAS, the Bell Community Redevelopment Agency ("Redevelopment Agency") is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.)*; and

WHEREAS, the City of Bell is a municipal corporation and a chartered city organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City of Bell is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health and Safety Code Section 34177, the City as Successor Agency is required to adopt the "Enforceable Obligation Payment Schedule" (the "EOPS") and "Preliminary Draft Recognized Obligations Payment Schedule" ("PDROPS") transmitted to it by the Redevelopment Agency; and

WHEREAS, the Redevelopment Agency, having considered the matter, has determined, in its legislative discretion, to update and amend the EOPS and adopt a PDROPS, and has transmitted such schedules to the Successor Agency; and

WHEREAS, The EOPS and PDROPS shall be posted on the Redevelopment Agency's website or, upon the Redevelopment Agency's dissolution under AB1x26, on the Successor Agency's website; and

WHEREAS, the Successor Agency reserves the right, regardless of any actions taken pursuant to this Resolution, to challenge the legality of AB1x26 and seek reimbursement for compliance costs of this state-mandated program.

NOW, THEREFORE, the City of Bell, in its capacity as Successor Agency, resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. The amended and updated EOPS, attached hereto and incorporated herein by reference as Exhibit "A", is hereby received and adopted pursuant to Health & Safety Code Section 34177.

Section 3. The PDROPS, attached hereto and incorporated herein by reference as Exhibit "B", is hereby received and adopted pursuant to Health & Safety Code Section 34177.

Section 4. The Chief Administrative Officer or his designee is hereby directed to post this Resolution, the amended EOPS, and the PDROPS on the Successor Agency's website and to provide notice of adoption of the EOPS and the PDROPS by the Successor Agency to the County auditor-controller, the State Controller and the State Department of Finance. A notification providing the website location of the posted schedules and notifications of any amendments shall suffice to meet this requirement.

PASSED, APPROVED, AND ADOPTED this 25th_ day of January, 2012.

_____
Ali Saleh
CHAIR

ATTEST:

_____
AGENCY SECRETARY

Name of Redevelopment Ac City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payments by month						
					Jan	Feb	Mar	April	May	June	Total
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	2,018,368.76	0.00	0.00	0.00	576,684.38	0.00	0.00	$ 576,684.38
2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	$ 10,000.02
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	416.67	416.67	416.67	416.67	416.67	416.67	$ 2,500.02
4)	Wernlein Promissory Note	Pete Wernlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	38,817.41	$ 232,904.46
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	$ 180,000.00
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	$ 30,000.00
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	155,019.33	$ 930,115.98
10)	Loan Agreement	City of Bell	Loan agreement between the Redevelopment Agency and the City of Bell	4,256,641.64	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	354,720.14	$ 2,128,320.84
11)	Mobile Home Park Improvements	Housing Authority	Funds to support infrastructure and other capital improvements and remediate health and safety hazards within Housing Authority owned Mobile Home Parks	?	?	?	?	?	?	?	$ -
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00						$ 1,429,699.00
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00						$ 294,350.00
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	41,479.08	$ 248,874.48
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	$ 7,500.00
16)	Administrative-Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	833.33	833.33	833.33	833.33	833.33	833.33	4,999.98
											$ -
	Totals - This Page			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16
	Totals - Other Obligations			$ -						$ -	$ -
	Grand total - All Pages			$ 10,452,733.30	$ 2,363,251.63	$ 639,202.63	$ 639,202.63	$ 1,215,887.01	$ 639,202.63	$ 639,202.63	$ 6,135,949.16

Name of Redevelopment Agency: City of Bell Community Redevelopment Agency

Project Area(s) Merged Bell Community Redevelopment Project Area

AMENDED PRELIMINARY DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34169(h)

	Project Name / Debt Obligation	Payee	Description	Total Due During Fiscal Year	Payment Period (*) 1/1/12 - 6/30/12	Funding Source
1)	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	2,018,368.76	576,684.38	Housing and Non-Housing Tax Increment Revenue
2)	Continuing Disclosure Costs	???	Administration of 2003 Tax Allocation Refunding Bonds	20,000.00	10,000.02	Housing and Non-Housing Tax Increment Revenue
3)	Trustees fees	US Bank	Fiscal agent for admininstration of the 2003 Tax Allocation Refunding Bonds	5,000.00	2,500.02	Housing and Non-Housing Tax Increment Revenue
4)	Werrlein Promissory Note	Pete Werrlein Childrens' Private Annuity Trust	Monthly installment payments on promissory note	465,808.92	232,904.46	Non-Housing Tax Increment Revenue
5)	Contract for Consulting Services	Rosenow Spevacek Group	Fiscal Consulting Services	30,000.00	30,000.00	Housing and Non-Housing Tax Increment Revenue
6)	Contract for Legal Services	Aleshire and Wynder	Legal Services	360,000.00	180,000.00	Housing and Non-Housing Tax Increment Revenue
7)	Audit Service	Marcus, Gini & O'Connell, LLP	Financial Audit Services	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
8)	Portion of ICAO Salary	City of Bell	Employee Salary	60,000.00	30,000.00	Non-Housing Tax Increment Revenue
9)	Pension Override	City of Bell	RDA employee pension benefits	930,115.98	930,115.98	Non-Housing Tax Increment Revenue
10)	~~Loan Agreement~~	~~City of Bell~~	~~Loan agreement between the Redevelopment Agency and the City of Bell~~	~~4,256,641.64~~	~~2,128,320.84~~	~~Non-Housing Tax Increment Revenue~~
11)	~~Mobile Home Park Improvements~~	~~City of Bell~~	~~Funds to support infrastructure and other capital improvements and remediate health and safety hazards within Housing Authority-owned owned Mobile Home Parks~~	~~?~~	~~?~~	~~Housing and Non-Housing Tax Increment Revenue~~
12)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	1,429,699.00	1,429,699.00	Housing Tax Increment Revenue
13)	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	294,350.00	294,350.00	Housing Tax Increment Revenue
14)	Administrative Costs of the Successor Agency	Various recipients	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	497,749.00	248,874.48	Non-Housing Tax Increment Revenue
15)	Affordable Housing Monitoring	Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	15,000.00	7,500.00	Housing Tax Increment Revenue
16)	Administrative-Costs of the Successor Housing Agency	Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	10,000.00	4,999.98	Housing Tax Increment Revenue
	Totals - This Page			$ 10,452,733.30	$ 6,135,949.16	
	Totals - Other Obligations			$ -	$ -	
	Grand total - All Pages			$ 10,452,733.30	$ 6,135,949.16	

* Some Payments are Estimates

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RESOLUTION NO. 2012-17

A RESOLUTION OF THE CITY OF BELL ACTING IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY, CALIFORNIA DETERMINING THAT THE CITY OF BELL ELECTS TO, AND SHALL RETAIN THE HOUSING ASSETS AND FUNCTIONS OF THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE § 34176 AND HEREBY TRANSFER SUCH HOUSING FUNCTIONS AND ASSETS TO THE BELL COMMUNITY HOUSING AUTHORITY

WHEREAS, the Bell Community Redevelopment Agency ("Redevelopment Agency") is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.)*; and

WHEREAS, the City of Bell is a municipal corporation and a chartered city organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health and Safety Code Section 34176, the City as Successor Agency may elect to retain the housing assets and functions of the dissolved redevelopment agency; and

WHEREAS, the City Council, having considered the matter, has determined, in its legislative discretion, that it is in the best interests of the City for the City to retain the housing assets and functions of the dissolved Redevelopment Agency and assign such assets and functions over to the Bell Community Housing Authority.

NOW, THEREFORE, the City Council of the City of Bell, and Successor Agency to the Redevelopment Agency, resolves as follows:

Section 1. The foregoing Recitals are true and correct and are incorporated herein.

Section 2. The City Council hereby affirmatively determines that the City of Bell elects to, and shall, retain the housing assets and functions of the dissolved Bell Redevelopment Agency.

Section 3. The City Council hereby transfers and assigns such housing assets and functions of the dissolved Bell Redevelopment Agency to the Bell Housing Authority. By adopting this Resolution, the City, Redevelopment Agency and/or Bell Housing Authority do not in any way waive or relinquish any claims or legal challenges to the validity of AB1x26 either on its face or as-applied.

Section 4. The Chief Administrative Officer and his authorized designees are hereby authorized and directed to take such other and further actions and sign such other and further documents as is necessary and proper to implement this Resolution on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2012.

_____
Ali Saleh
MAYOR

ATTEST:

_____
Interim City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 2012-18

A RESOLUTION OF THE BOARD OF THE BELL COMMUNITY HOUSING AUTHORITY OF THE CITY OF BELL, CALIFORNIA, ACCEPTING FROM THE CITY THE RETAINED HOUSING ASSETS AND FUNCTIONS OF THE DISSOLVED BELL COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the Court's decision results in the implementation of AB 1x26 which dissolves all the redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, pursuant to a provision of AB1x26, codified as Health and Safety Code Section 34176, as set forth by resolution adopted prior to or concurrent with this Resolution, the City Council of the City of Bell elected to retain the housing assets and functions of the dissolved Community Redevelopment Agency ("Redevelopment Agency") through the Community Housing Authority ("Housing Authority"); and

WHEREAS, the Board of the Housing Authority desire to memorialize the Authority's acceptance of the housing assets and functions of the dissolved Redevelopment Agency.

NOW, THEREFORE, the Board of the Housing Authority of the City of Bell resolves as follows:

SECTION 1. The foregoing Recitals are true and correct and are incorporated herein.

SECTION 2. The Board hereby affirmatively determines that the Authority agrees to, and shall, accept the housing assets and functions of the dissolved Redevelopment Agency from the City of Bell.

SECTION 3. The Executive Director and his authorized designees are hereby authorized and directed to take such other and further actions and sign such other and further documents as is necessary and proper to implement this Resolution on behalf of the Authority.

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2012.

_____

CHAIR

ATTEST:

_____
Board Secretary

APPROVED AS TO FORM:

_____
Board Legal Counsel

RESOLUTION NO. 2012-19

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL, CALIFORNIA, ACTING AS SUCCESSOR AGENCY TO THE CITY OF BELL COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO UNDERTAKE ALL ADMINISTRAIVE ACTIONS NECESSARY TO COMPLY WITH ABX1 26

WHEREAS, the City of Bell is a municipal corporation and a chartered city organized and existing under the Constitution of the State of California ("City"); and

WHEREAS, the Bell Community Redevelopment Agency ("Redevelopment Agency") is a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code §§ 33000 *et seq.)*; and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of Assembly Bill 1x26 ("AB1x26") and invalidated Assembly Bill 1x27; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under AB1x26; and

WHEREAS, the Court's decision results in the implementation of AB1x26 which dissolves all redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, pursuant to Resolution No. 2012-15, consistent with Health and Safety Code § 34173(d)(1), a portion of AB1x26, the City, declared its intent to become the "Successor Agency" to the Agency to wind up the affairs of the dissolved Agency pursuant to AB1x26; and

WHEREAS, to prepare for the dissolution of the Agency by February 1, 2012, the City may need to undertake additional actions necessary and not currently known to ensure compliance with AB1x26 such that the City Council desires to authorize the Chief Administrative Officer and his authorized designees to take all actions necessary under AB1x26 to allow the Redevelopment Agency to be dissolved as of February 1, 2012.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF BELL, CALIFORNIA, IN ITS CAPACITY AS SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct and are incorporated herein.

SECTION 2. The City Council is hereby designated as the Successor Agency and the Chief Administrative Officer or his designees is hereby authorized to take such further administrative actions and sign such other and further documents as is necessary and proper to implement AB1x26 to allow the Redevelopment Agency to be dissolved as of February 1, 2012.

PASSED, APPROVED AND ADOPTED this 25th day of January, 2012.

Ali Saleh
Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Bell)

Interim City Clerk

APPROVED AS TO FORM:

City Attorney

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

INTER-OFFICE MEMORANDUM

TO: HONORABLE MAYOR SALEH AND MEMBERS OF THE BELL CITY COUNCIL; ARNE CROCE, INTERIM CHIEF ADMINISTRATIVE OFFICER

FROM: DAVID J. ALESHIRE

DATE: NOVEMBER 22, 2011

RE: STATUS REPORT ON LEGAL FEES

A. INTRODUCTION

On July 28, 2011, after completing a lengthy Request for Proposal ("RFP") process initiated with a Request for Qualifications in April, the firm of Aleshire & Wynder ("A&W") was selected to be City Attorney. Eight law firms were considered in the RFP process.

One of the questions we were asked was what the costs might be for the transition of legal services. Given the extraordinary nature of the City's legal services that was impossible for us to estimate as we were not familiar with the City's legal matters.

However we also indicated that we were committed to the new era of transparency in Bell and that we would do everything possible to control costs. In that vein, now with two months of service under our belt, we would like to report the following:

1. It has taken some time to get matters transferred from Meyers Nave. We only received transition memorandums and summaries of their prior legal expenses on certain matters. We received approximately 100 boxes of files between September 6 and October 6, 2011. We received an electronic data base with approximately 600,000 documents in late August. Most matters have now been assumed by us except the Attorney General and the related Bell 8 and Randy Adams matters as well as the malpractice action against former City Attorney, Best Best & Krieger.

2. We have now opened some 40 accounts to monitor all matters. Many of these accounts are common to all our cities such as General, Personnel, Planning, Public Works, Police, Finance, Code Enforcement, etc. Many of these matters are not charged to the General Fund, such as Redevelopment and Housing. Also Risk Management matters are separately accounted. Many of the accounts are specialized including Mobile Home Parks, Financial Investigations, SEC Investigation, GO Bond Workout, Dexia lawsuit, Pension Matters, and so forth. The Accounts are listed in Exhibit A. So far, we estimate that approximately half of this legal expense is for matters which would not be "normal" for a City and are unique to Bell due to its current circumstances.

3. In September we billed the City $90,000 for all matters for 568 attorney hours at an overall hourly rate of $167/hour. The rate was reduced by the fact that A&W wrote off $14,000. In October the bill was $115,000 for 751 hours with the average rate being $168/hour and with our writing off $25,000 in fees. On average the monthly cost for two months is thus far approximately $100,000; the attorney hours average 660 hours and the cumulative write offs are $40,000. By year end we anticipate writing off $70,000 cumulatively.

4. We have calculated the average expenses in Exhibit B. This shows that approximately 57% of the total expenses are allocated to the General Fund, 13% to Risk Management, and 29% to Redevelopment and Housing. The monthly General Fund expense is running approximately $74,000. Of the $74,000 of General Fund expense ($888,000 annualized), 25% is general municipal, 16% is personnel, 27% is litigation and 32% is related to financial investigations and workouts. We project that all of the financial investigation matters, half the litigation matters, and a third of the personnel matters would not exist in normal times. In other words, in normal circumstances your General Fund legal expenses would be $36,000 per month or about $430,000 per year. So about half of your current general fund legal expense is due to litigation, financial investigations and personnel matters you would not be dealing with in normal times.

5. In order, to control costs in two months A&W has written off $40,000 in fees and anticipates some $70,000 by the end of the year. This is approximately 20% of total billings. Our overall effective rate has been lowered to $168, which is significantly below our contract rates.

6. Notwithstanding that our rates are lower than Meyers Nave or the other firms who bid for services; A&W is now unilaterally reducing our rates by approximately 10%. The new rate schedule we will utilize is shown in Exhibit C.

B. THE CITY HAS BEEN FACING EXTRAORDINARY LEGAL MATTERS.

In the year that Meyers Nave served as Interim City Attorney commencing in or about August 2010, the City was billed $1.6M for legal fees and costs through April and the City has bills for almost $300,000 more, totaling nearly $2M. The Meyers Nave rate was a minimum of $215, and was higher on some matters. We have not been able to determine the overall effective rate, but it was certainly no less than $215, so we are over 20% below this rate (given that our average rate has been $168).

In addition, the rate structures proposed by the other two finalists were as follows:

Quintanilla:	$150/hr 1st 50 hours
	$175/hr senior attys; $160/hr associates
Gutierrez:	$235/hr senior attys/ $200/hr associates

Other firms proposed rates such as $235 for general services and $275-$295 per hour for special services (GCR) or $160 per hour for general services and $240 per hour for special services (LBB&S).

Based on the above, our rates began at a level significantly below those of the prior City Attorney and were among the lowest proposed in the RFP process. Notwithstanding this, due to the City's extensive legal needs and financial challenges, as a member of the City Family, we feel the need to reduce our fees to try to stay within our budget.

C. THE CITY'S GENERAL FUND LEGAL BUDGET IS $950,000 WHICH INCLUDES $150,000 FOR RISK MANAGEMENT, AND MANY OF OUR LEGAL EXPENSES ARE CHARGEABLE TO OTHER THAN THE GENERAL FUND.

To really understand the City's legal expenses, besides looking at total expenses, two other issues must be examined. The first is funding sources, while the second is the nature of the matters being handled.

With regard to funding sources, the largest and perhaps least desirable source is the General Fund. This is the least desirable because it finances the majority of City services. The current budget has $800,000 budged for legal services. A second legal fund is the Risk Management Fund with $150,000 budgeted for legal services. Other funding services for legal services are the Redevelopment Fund and the Housing Fund which pays for the City's various housing activities, including the Mobile Home Parks

Thus far the Risk Management activity has cost approximately $17,000 per month or annualizes at about $211,000 per year, which is 40% over budget. Beside a general account, we have opened eight (8) separate accounts. Two of the matters have already been settled in the first two months (*Granite State Ins.* and *Camargo*). As the year progresses we will be making recommendations for administration of risk management which we hope will bring costs under control.

With respect to Redevelopment and Housing, this represents almost 30% of the City's legal expense and is evenly divided between general redevelopment and housing. The redevelopment activity has thus far been high due to the effect of AB 26/27 and the effort to get a clear picture of the Agency's financial condition. Should redevelopment not be eliminated by the State, the redevelopment activity should shift to economic development. The housing

activity can survive the elimination of redevelopment and given the projects owned by the City, including mobile home parks, will be on-going for some time. We have incurred significant expense in unlawful detainer actions to evict non-paying tenants, but it is hoped that the need for litigation will decline.

One other funding source which should be identified are matters reimbursable from third parties. This could be from developers for development projects, or for example from franchisees when franchise contracts are negotiated. As these legal expenses are reimbursed, they are left out of our analysis.

So finally we come to the legal expenses supported by the General Fund. Here the question we have been asked by staff is how much of the current expense which is running at about $74,000 per month or about 10% over budget, is unique to Bell's current situation and how much would be normal. Our analysis thus far, based on a limited time period, is that roughly half of the expensed is "normal." We break the expenses into the following categories:

	Mo/average	%	Normal	Special
General	$17,000	23%	$17,000	--
Personnel	$12,000	16%	$ 8,000	$ 4,000
Litigation (non risk management)	$20,000	27%	$10,000	$10,000
Financial Investigations	$24,000	33%	-------	$24,000
	$73,000	100%	$35,000	$38,000

The result of the above analysis, assuming that the first two months is a reasonable basis for comparison, is that the City's legal expense would be in the range of $400,0000 per year which would be sustainable were it not for the extraordinary circumstances the City finds itself in. This has caused the drain in the General Fund to be double what it should be. Accordingly, resolving these extraordinary legal matters is an absolute first priority. New lawsuits are still being filed, and the financial investigation matters are only in an investigatory stage where actions have not been filed. SEC enforcement actions and resulting litigation have been known to take years. Accordingly, an optimistic scenario is that the majority of these matters and thus this expense might continue for two years, but a longer scenario of five years would not be surprising. Moreover, this analysis does not include the expense of other outside law firms the City might retain at much higher rates than the $168 per hour we have been charging. So these matters should be of the highest financial concern to the City.

D. THE NEW RATES WE ARE PROPOSING ARE DESIGNED TO BRING OUR CHARGES DOWN SOME 10% FROM THE APPROVED LEVELS.

The rates we proposed and in our contract are a blended rate of $155 per hour for the first 100 hours of general attorney services, and then $185 per hour for the time after the first 100 hours. For special services (litigation, personnel, redevelopment, housing, etc.) the hourly rate is $195 per hour. However, for certain legal services where lower prices prevail in the market place, (typically risk management and code enforcement), we charge a lower litigation rate of $185 per hour.

These first couple of months we have found ourselves providing large write offs to the amount of $40,000 for the services billed, in order to try and not exceed our budget. Due to these reductions, the actual rate charged for services has ended up being about $168 per hour. It seems that rather than do this somewhat arbitrarily, the better course might be for the foreseeable future to reduce our rates in a voluntary program. Generally, the decrease would be about $10 per hour. Specifically, the changes we will make will be as follows:

1. For General Services, the base rate of $155 will not be changed, but we will apply it to the first 125 hours rather than 100 hours, and any unused portion of the discounted hours will be applied against the special services.

2. The rate after the 125 hours will be reduced from $185 per hour to $175 per hour.

3. The rate for Special Services will be reduced from $195 to $185 per hour.

4. The lower litigation rate for risk management and code enforcement will be further reduced from $185 to $175 per hour. Also, litigation for pitchess motions and unlawful detainers will now be moved to the reduced rate litigation category.

We believe the legal services load is now at its highest. As we pass through the transition phase, things will improve somewhat, but many legal matters may become more active. Eventually many matters will be resolved. In only two months we have settled two risk management matters, *Granite State Insurance* (less than $5K) and *Camargo* (less than $10K) and have reduced our exposure in an investigative matter. Hopefully over the next year we will get to the point where we can return to the rates we originally bid. We will certainly inform you of when, in our judgment, we have reached that point.

E. THE MATTERS BEING HANDLED BY THE FIRM ARE COMPLEX AND VARIED.

The matters being handled by the Firm are summarized in Exhibit D.

F. THE FIRM DOES NOT GET REIMBURSED FOR MILEAGE OR TRAVEL TIME TO THE CITY AND WE RECOMMEND THAT THE CITY ESTABLISH THIS POLICY FOR ALL VENDORS FOR THE FORESEEABLE FUTURE.

Typically professional service contracts provide reimbursement for mileage and the client may even be charged for the consultant's travel to the client's office. Attorneys typically impose such charges.

Although we do impose these charges for litigation, given the extraordinary financial pressures on Bell, we chose not to make travel to the City a reimbursable expense, nor do we charge travel time.

We might suggest that until the financial troubles have passed, that the City makes this a general policy applicable to all vendors. In the scheme of things, it is not a large expense and we believe most vendors could absorb it if you asked. We do not believe this restriction would cost you the services of valuable vendors and it would send a message of shared sacrifice. We are willing to serve as an example in this situation.

City of Bell		September						October						EXHIBIT A		
	Matter	Hours Worked	Rate	Value	Written Down	Effective Rate	Fees Billed	Hours Worked	Rate	Value	Written Down	Effective Rate	Fees Billed	Total Fees	Fees Pending	Avg 2 Mos
1	General	76	156	$ 11,873	-$3,062	116	$8,811	47	155	$ 7,254	-$1,000	134	$6,254	$15,065		$7,033
2	Special Projects	9	185	$ 1,721		185	$1,721							$1,721		$860
3	Litigation	119	187	$ 22,178	-$5,020	144	$17,158							$17,158	$16,995	$17,077
4	Personnel / Labor	52	195	$ 10,140	-$1,520	166	$8,621							$8,621	$9,330	$8,975
5	Planning	21	156	$ 3,209	-$16	155	$3,193	44	155	$ 6,851	-$1,000	132	$5,851	$9,044		$4,522
6	Public Works / Eng'g	7	155	$ 1,116		155	$1,116	17	185	$ 3,182		185	$3,182	$4,298		$2,149
7	Finance							4	189	$ 796	-$19	185	$777	$777		$389
8	Assessment / Bond													$0	$10,709	$5,354
10	Police	46	185	$ 8,455		185	$8,455	10	185	$ 1,924		185	$1,924	$10,379		$5,189
11	Code Enforcement	4	185	$ 777		185	$777							$777		$389
12	Redevelopment	35	209	$ 7,196	-$468	195	$6,728	25	195	$ 4,778		195	$4,778	$11,505		$5,753
13	Housing													$0	$11,645	$5,823
14	Refuse	16	195	$ 3,062		195	$3,062	4	195	$ 839		195	$839	$3,900		$1,950
15	Franchise / Cable	47	178	$ 8,401	-$840	160	$7,560	5	185	$ 925		185	$925	$8,485		$4,243
18	Reimbursable													$0		$0
19	Risk Management	28	185	$ 5,106	-$750	158	$4,356							$4,356		$2,178
20	City Real Property													$0		$0
21	Agency Real Property	109	194	$ 21,077	-$3,000	166	$18,077	56	195	$ 10,881	-$1,644	166	$9,238	$27,314		$13,657
22	Agency Improvements													$0		$0
23	Bell Cmty Hsg vs Lahti													$0		$0
24	Corcoran							52	181	$ 9,339	-$1,000	162	$8,339	$8,339		$4,170
25	Granite State Insur							13	185	$ 2,368		185	$2,368	$2,368		$1,184
26	Mango, David							26	185	$ 4,866		185	$4,866	$4,866		$2,433
27	Ramirez							39	185	$ 7,141	-$1,000	159	$6,141	$6,141		$3,071
28	Anderson-Barker							9	185	$ 1,721		185	$1,721	$1,721		$860
29	Gormley							4	195	$ 858		195	$858	$858		$429
30	Rivera, Ismael							46	193	$ 8,874	-$1,389	163	$7,485	$7,485		$3,743
31	Financial Investigations							54	195	$ 10,491	-$2,000	158	$8,491	$8,491		$4,246
32	SEC Investigations							78	195	$ 15,132	-$5,000	131	$10,132	$10,132		$5,066
33	GO Bonds							108	195	$ 21,021	-$7,000	130	$14,021	$14,021		$7,011
34	Dexia							20	195	$ 3,920		195	$3,920	$3,920		$1,960
35	Mobile Home Parks													$0	$19,173	$9,587
36	Unlawful Detainers							54	184	$ 10,004	-$4,000	111	$6,004	$6,004		$3,002
37	Pitchess Motions							37	185	$ 6,753		185	$6,753	$6,753		$3,376
38	Labor													$0		$0
39	Personnel Investigations													$0	$1,424	$712
40	Supplemental Retirement													$0	$2,048	$1,024
	TOTALS	**568**		**$104,307**	**-$14,675**		**$89,632**	**751**		**$ 139,914**	**-$25,051**		**$114,863**	**$204,495**	**$71,323**	**$137,909**
	Average Rate		**$182**			**$167**			**$186**			**$168**				

SEPT & OCT GRAND TOTALS:

Hours Worked: 1319 **Value: $244,221** **Written Down: $39,725** **Billed: $204,495 plus costs $9,000 = $213,495**

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EXHIBIT B

			Avg Fees 2 Months	General Fund	Risk Mgmnt	Other
A.	General Municipal		$ 17,282	$ 17,282		
	i.	General	$ 7,033			
	ii.	Planning	$ 4,522			
	iii.	Public Works	$ 2,149			
	iv.	Police	$ 3,189			
	v.	Code Enforcement	$ 389			
B.	Personnel		$ 12,000	$ 12,000		
	i.	General	$ 5,000			
	ii.	Investigations	$ 5,000			
	iii.	Pension Issues	$ 2,000			
C.	Cost Recovery					
	i.	Franchising + Refuse	$ 6,193			
	ii.	Reimbursable	$ -			
D.	Litigation		$ 20,453	$ 20,453		
	i.	General Litigation	$ 17,077			
	ii	Pitchess Motions	$ 3,376			
	iii.	Risk Management Litigation	$ 17,639		$ 17,639	
E.	Finance Matters		$ 24,026	$ 24,026		
	i.	General	$ 389			
	ii	Financial Investigations	$ 4,246			
	iii.	SEC	$ 5,066			
	iv.	GO Bonds	$ 7,011			
	v.	Other Bonds	$ 5,354			
	vi.	Dexia	$ 1,960			
F.	Redevelopment		$ 19,410			$ 19,410
G.	Housing		$ 18,342			$ 18,342
	i.	General	$ 5,753			
	ii.	Mobile Homes	$ 9,587			
	iii.	Unlawful Detainers	$ 3,002			
Estimated Monthly Total			$ 111,513	$ 73,761	$ 17,639	$ 37,752
Estimated Annualized				$ 885,132	$ 211,668	$ 453,024

EXHIBIT C

Bell Changed Billing Rates

	Matter	Current Rate	New Rate	
0001	General	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0002	Special Projects	100 Hrs @ $155 / $185 Blended	125 Hours at same rate	
0003	Litigation	$195	$185	& apply 125 Hrs to Litigation
0004	Personnel / Labor	$195	$185	& apply 125 Hrs to Personnel
0005	Planning	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0006	Public Works / Engineering	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0007	Finance	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0008	Assessment / Bond	$195	$185	
0009	Major Contracts	$195	$185	
0010	Police	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0011	Code Enforcement	$185	$175	
0012	Redevelopment	$195	$185	
0013	Housing	$195	$185	
0014	Refuse	$195	125 Hrs @ $155 / $175 Blended	
0015	Franchise / Cable	100 Hrs @ $155 / $185 Blended	125 Hrs @ $155 / $175 Blended	
0016	Enterprise	$195	125 Hrs @ $155 / $175 Blended	
0017	Condemnation	$195	$185	
0018	Reimbursable	$250	No Change	
0019	Risk Management	$185	$175	
0020	City Real Property / Projects	$195	$185	
0021	Agency Real Property	$195	$185	
0022	Agency Improvements	$195	$185	
0023	Bell Cmty Hsg Auth vs Lahti	$195	$185	
0024	Corcoran	$185	$175	
0025	Granite State Insurance	$185	$175	
0026	Mango	$185	$175	
0027	Ramirez	$185	$175	
0028	Anderson	$185	$175	
0029	Gormley	$195	$185	
0030	Rivera	$185	$175	
0031	Financial Investigations	$195	$185	
0032	SEC Investigations	$195	$185	
0033	GO Bonds	$195	$185	
0034	Dexia	$195	$185	
0035	Mobile Home Parks	$195	$185	
0036	Unlawful Detainer	$185	$175	
0037	Pitchess Motions	$185	$175	
0038	Labor	$195	$185	
0039	Personnel Investigations	$195	$185	
0040	Supplemental Retirement	$195	$185	

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EXHIBIT D CITY OF BELL ALL MATTERS AS OF 10/20/2011			
	MATTER	**CLASS**	**SUMMARY**
0001	General	GEN	Normal daily projects. Any activity not falling in a special category.
0002	Special Projects		Significant projects not part of normal daily activities where we might want to separately track time.
0003	Litigation	LIT	Litigation matters where a separate litigation account has not been opened.
0004	Personnel / Labor	PER	General matters relating to personnel.
0005	Planning	GEN	All matters relating to land use: general plan, zoning, and consideration of development applications, environmental review, etc.
0006	Public Works / Engineering	GEN	Matters generated by public works department including building public streets and infrastructure, traffic, etc.
0007	Finance	FIN	General finance issues, investment policy, audits, etc.
0008	Assessment / Bond	FIN	Finance issues related to public finance. Miscellaneous investigations concerning prior City bond issues.
0009	Major Contracts		Any special, lengthy contract negotiations.
0010	Police	POL	General matters related to the police department, but not personnel matters.
0011	Code Enforcement	LIT	All code enforcement cases.
0012	Redevelopment	RED	All matters pertaining to the Redevelopment Agency.
0013	Housing	HSG	General matters related to the Housing Authority.
0014	Refuse	FRN	Matters related to the City's refuse franchise currently with Consolidated.
0015	Franchise / Cable	FRN	Matters related to any City franchises other than refuse.
0016	Enterprise	FRN	An account used if the City provided water or power services.
0017	Condemnation	LIT	City condemnation activity.
0018	Reimbursable		Any services provided for reviewing development application, development agreement, CC&R's, easements where the costs are reimbursable by the developer, and so forth.
0019	Risk Management	RM	Defense of claims against the City covered by insurance.
0020	City Real Property/Projects	GEN	Development of City Property not undertaken by Agency.
0021	Agency Real Property	RED	Development of Agency Property by Agency.
0022	Agency Improvements	RED	Agency public works construction.
0023	Bell Community Hsg. Auth. (vs. Lahti, et al.)	RM	
0024	Corcoran, James (vs. Bell, et al.)	RM	Lawsuit by retired police sergeant for retaliation.
0025	Granite State Insurance (vs. Bell)	RM	Settled: Insurance company suit for indemnity for accident caused by alleged defective street light.

EXHIBIT D CITY OF BELL ALL MATTERS AS OF 10/20/2011			
	MATTER	**CLASS**	**SUMMARY**
0026	Mango, David (vs. Maywood, et al.)	RM	Lawsuit by former Planner for wrongful termination and retaliation.
0027	Ramirez, Lisa, et al. (vs. Co. of Los Angeles, et al.)	RM	Lawsuit by 9 residents against City and several agencies for civil rights violation re search warrant of plaintiffs' home.
0028	Anderson-Barker, Cynthia (vs. Bell)	LIT	Attorney seeking public records including Meyers Nave bills – records have been delivered.
0029	Gormley, Bian (vs. Bell)	LIT	Related to Anderson and settled.
0030	Rivera, Ismael (vs. Albert) Neesan, et al. (vs. Bell)	RM	Lawsuit for ADA violations re Jack's Car Wash. Collection lawsuit for equipment re Jack's Car Wash.
0031	Financial Investigations	FIN	General pending financial investigations.
0032	SEC Investigations	FIN	Current investigations by SEC.
0033	GO Bonds	FIN	Workout of GO bonds issues.
0034	Dexia	FIN	Lawsuit by Dexia concerning default arising from terminated lease in Rabaker Property.
0035	Mobile Home Parks (Hsg)	HSG	Legal services related to the mobile home parks.
0036	Unlawful Detainers (Hsg)	HSG	Litigation to evict tenants in default.
0037	Pitchess Motions	POL	Defense of lawsuits seeking release of police personnel records.
0038	Labor	PER	City labor negotiations.
0039	Personnel Investigations	PER	Investigation and disciplinary matters.
0040	Pensions	PER	Matters involving claims concerning pensions and/or retirement benefits.
0041	Police Investigations	POL	Personnel matters involving police department.